

June 5, 2000

VIA OVERNIGHT MAIL

Mr. K. David Waddell Executive Secretary Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

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MARK ALLEN DEBORAH GODWIN SAMUEL MORRIS* EUGENE LAURENZI LEE J. BLOOMFIELD BARCLAY M. ROBERTS TIMOTHY TAYLOR BOBBY F. MARTIN, JR.

PARALEGALS: LIBBY BELT ANDREA M. SCALES CAFFI M. KIRK LAURA R. PERRY

· ALSO ADMITTED IN INDIANA



RE: Application of Memphis Networx, LLC for a Certificate of Public Convenience and Necessity to Provide Interstate Telecommunication Services and Joint Petition of Memphis Light, Gas & Water Division, a Division of the City of Memphis, Tennessee ("MLG&W") and A&L Networx-Tennessee. LLC ("A&L") for Approval of an Agreement Between MLG&W and A&L Regarding Ownership of Memphis Networx, LLC

TRA Docket No. 99-00909

Dear Mr. Waddell:

Please find enclosed an original and thirteen (13) copies of the Pre-Filed Testimony of Brent E. Hall on Behalf of IBEW Local 1288. Copies have been served on all parties of record.

Sincerely,

ALLEN, GODWIN, MORRIS,

LAURENZI & BLOOMFIELD, P.C.

LEE J. BLOOMFIELD

Attorney at Law

LJB:cmk Enclosures

cc: Richard Collier, Esquire, Tennessee Regulatory Authority
D. Billye Sanders, Esquire, Waller, Lansden, Dortch & Davis
John Knox Walkup, Esquire, Wyatt, Lansden, Dortch & Davis
Ward Huddleston, Memphis Networx

Ward Huddleston, Memphis Networx J. Maxwell Williams, Esquire, MLG&W

Henry Walker, Esquire, Boult. Cummings, et al.

Charles B. Welch, Esquire, Farris, Mathews, et al.

Guy Hicks, Esquire, Patrick Turner, Esquire, Bellsouth Telecommunications, Inc.



BEFORE THE TENNESSEE REGULATORY AUTHORITY NASHVILLE, TENNESSEE

IN RE:	10 0 1 10 11
APPLICATION OF MEMPHIS NETWORX, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND	
NECESSITY TO PROVIDE INTERSTATE) TELECOMMUNICATION SERVICES) AND JOINT PETITION OF MEMPHIS) LIGHT, GAS & WATER DIVISION,) A DIVISION OF THE CITY OF) MEMPHIS, TENNESSEE ("MLG&W")) AND A&L NETWORKS-TENNESSEE,) LLC ("A&L") FOR APPROVAL OF) AN AGREEMENT BETWEEN MLG&W) AND A&L REGARDING OWNERSHIP) OF MEMPHIS NETWORX, LLC.	DOCKET NO. 99-00909

PRE-FILED TESTIMONY OF BRENT E. HALL ON BEHALF OF IBEW LOCAL 1288

- Q. PLEASE STATE YOUR NAME AND PLACE EMPLOYMENT.
- A. My name is Brent E. Hall. I am employed at Memphis Light Gas and Water (MLGW).
- Q. DESCRIBE YOUR EDUCATIONAL BACKGROUND.
- A. I received a high school diploma from Kingsbery High School in Memphis, Tennessee in 1983. I received an associates degree in electrical engineering from State Technical Institute in Memphis in 1989. I successfully completed a 5 year journeyman lineman's program in 1989. This is a joint apprenticeship program between MLGW and the International Brotherhood of Electrical Workers, Local 1288 (IBEW).



Q. HOW LONG HAVE YOU BEEN EMPLOYED BY MLGW?

A. I was first employed by MLGW in 1984. I have been continuously employed by MLGW form that date though the present.

Q. WHAT IS YOUR CURRENT JOB TITLE WITH MLGW?

A. I am currently employed as a journeyman lineman.

Q DESCRIBE YOUR DUTIES AS A JOURNEYMAN LINEMAN.

A. I perform skilled work in the construction and maintenance of electrical cable and power line systems operated by MLGW.

Q. WHAT OTHER POSITION HAVE YOU HELD WITH MLGW?

A. None.

Q. DO YOU NOW HOLD A LEADERSHIP POSITION WITH IBEW LOCAL 1288?

A. Yes.

Q. WHAT POSITION?

A. President.

Q. HOW LONG HAVE YOU HELD THIS POSITION?

A. Since June 1995.

Q. IS THIS AN ELECTED POSITION?

A. Yes.

Q. HAVE YOU HELD ANY OTHER POSITIONS WITH IBEW LOCAL 1288?

A. Yes. I was a member of the Executive Board from 1989 through 1995. I was also assistant business manager from April 1996 through June 1998. I have also served as chief steward, as well as other positions within the union.

- Q. WHAT TIME PERIOD DOES THIS MEMORANDUM COVER?
- A. It covers the period from January 1, 1998 to January 1, 2002.
- Q. AS PRESIDENT OF IBEW LOCAL 1288, DO YOU ACT AS LIASON BETWEEN THE MEMBERS OF THE BARGAINING UNIT AND MANAGEMENT OFFICIALS OF MLGW WITH REGARD TO LABOR RELATIONS AND THE OPERATION OF THE MEMORANDUM?
- A. Yes.
- Q. DID MLGW OFFICIALS DISCUSS WITH YOU AND OTHER OFFICIALS OF IBEW LOCAL 1288 OF ITS PLANS TO GO INTO THE TELECOMMUNICATIONS BUSINESS?
- A. Yes. There were some general discussions regarding MLGW's exploration of the benefits of going into the telecommunications business. We were never told by MLGW, however, that they intended to go into a joint venture with A & L Networks-Tennessee LLC or any other private entity. We also were never informed of MLGW's intention to form Memphis Networx LLC or any other private entity to go into the telecommunications business. The first we heard about this was from what appeared in the newspapers. We had consistently told MLGW that we would not be opposed to it going into the telecommunications business through its telecommunications division, but that we would oppose this if MLGW tried to do so as a private entity. I believe that MLGW did not act in good faith toward us, nor was it totally forthcoming to us regarding its intentions of setting up a private company. We have yet to be provided by MLGW with a copy of Memphis Networxs's Application to the TRA, or the Operating Agreement between MLGW and A & L Networks-Tennessee LLC. We are constantly told by MLGW that we as its employees are partners with it, but

at no point was any input requested from us regarding this venture, nor were we asked regarding our concerns about its impact on the Memorandum of Understanding or our jobs.

- Q. WERE THERE ANY MEETINGS HELD WITH REPRESENTATIVES OF MLGW AND IBEW LOCAL 1288 REGARDING SETTING UP MEMPHIS NETWORX LLC?
- A. Not prior to its formation and the signing of the contract.
- Q. WERE THERE ANY DISCUSSIONS HELD REGARDING THE OPERATING AGREEMENT OF MEMPHIS NETWORX BETWEEN MLGW AND A & L NETWORKS-TENNESSEE, LLC?
- A. No, not before it was entered into.
- Q. REFERRING BACK TO THE MEMORANDUM OF UNDERSTANDING, WERE YOU AS PRESIDENT OF IBEW LOCAL 1288 INVOLVED IN THE NEGOTIATION OF THIS MEMORANDUM WITH MLGW ON BEHALF OF IBEW LOCAL 1288?
- A. Yes.
- Q. HAVE YOU REVIEWED THE MEMORANDUM AND ARE YOU FAMILIAR WITH ITS TERMS?
- A. Yes.
- Q. IS A COPY OF THIS MEMORANDUM ATTACHED AS EXHIBIT "A"?
- A. Yes.
- Q. WHAT DOES ARTICLE 17 OF THE MEMORANDUM PROVIDE?
- A. Article 17 provides that senior qualified employees shall be considered for promotion or transfer to new positions and to vacancies in jobs covered by the Memorandum before applicants are

considered from outside of the bargaining unit. In effect, Article 17 gives "first dibs" to qualified bargaining unit employees on new positions or vacancies for jobs covered by the Memorandum.

- Q. WILL THERE BE NEW JOBS CREATED BY THIS TELECOMMUNICATIONS VENTURE THAT ARE COVERED BY THE MEMORANDUM?
- A. Yes.
- Q. ARE THERE QUALIFIED BARGAINING UNIT EMPLOYEES TO FILE THESE JOBS?
- A. Yes. Actually, there are bargaining unit employees currently employed that have experience in pulling and splicing fiber-optic cable.
- Q. IF MLGW WENT INTO THE TELECOMMUNICATIONS BUSINESS THROUGH ITS TELECOMMUNICATIONS DIVISION, WHAT EFFECT IF ANY WOULD THIS HAVE ON THE APPLICABILITY OF THE MEMORANDUM?
- A. If MLGW went into the telecommunications business through its telecommunications business, Article 17 of the Memorandum would apply to the new jobs created by this, and MLGW would be required to fill these jobs with bargaining unit employees.
- Q. DOES GOING INTO THE TELECOMMUNICATIONS BUSINESS AS A JOINT VENTURE IN MEMPHIS NETWORX CIRCUMVENT THE REQUIREMENTS OF ARTICLE 17 OF THE MEMORANDUM OF UNDERSTANDING?
- A. Yes, if Memphis Networx is considered a private company, as it claims to be.
- Q. IS THERE ANY OTHER POTENTIAL IMPACT THAT THIS VENTURE WOULD HAVE ON ARTICLE 17 OF THE MEMORANDUM OF UNDERSTANDING?

A. Yes. We were told that if the Memphis Networx venture is approved and the project starts, MLGW will bid for some of the work, as if it were any private contractor. This work will be performed by bargaining unit employees. While we generally want additional work, our concern here is that this would take current bargaining unit employees away from the essential services provided by MLGW. This shortage would be filled by MLGW by contracting the work to a private company. Our concern is that when the Memphis Networx project is completed, MLGW will continue to use the private contractor, thus in effect eliminating bargaining unit jobs and circumventing the Memorandum of Understanding.

Q. WHAT OTHER CONCERNS DOES IBEW LOCAL 1288 HAVE WITH PROPOSED JOINT VENTURE?

A. IBEW has several additional concerns:

First, we are concerned about the precedent set by this venture. It is essentially outsourcing of work to an out-of-state, quasi-public and potentially non-union employer that pays substandard wages for this area. If MLGW goes into the telecommunications business through what it considers to be a private business, and circumvents our Memorandum of Understanding, then nothing will prevent it from doing the same with its electric gas, or water divisions. It could thus totally privatize itself. A valuable asset of the City of Memphis will thus be placed in jeopardy.

Second, we are concerned about the loss of jobs. It is stated in the Memphis Networx business plan that the telecommunications infrastructure will provide real-time meter reading. There are currently approximately 100 bargaining unit jobs that may be eliminated by this.

Third, in addition to being employees of MLGW, we are also ratepayers and members of the general public. As such, we are extremely concerned about the entry by MLGW into a joint venture

with an out-of state, non-union company, that has little experience in the telecommunications business. This puts ratepayer and potentially taxpayer money at risk. We feel that if MLGW believes that it is in its best interest to enter this business, it should do so itself, as other publically held utilities have, and preserve its public nature.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

VERIFICATION

I, Brent E. Hall, declare under penalty of perjury that I am authorized by the International Brotherhood of Electrical Workers Local 1288 to testify on its behalf, that I have caused the foregoing written testimony to be prepared on my behalf, that I have read the foregoing testimony, and that the statements contained therein are true and correct to the best of my knowledge, information and belief.

BRENT E. HALL

President of International Brotherhood of Electrical Workers Local 1288

STATE OF TENNESSEE

COUNTY OF SHELBY

SWORN TO AND SUBSCRIBED before me this 23rd day of May, 2000.

MY COMMISSION EXPIRES:

September 18, 2002

MEMORANDUM

UNDERSTANDING

between
MEMPHIS LIGHT, GAS AND
WATER DIVISION

and LOCAL UNION NO. 1288

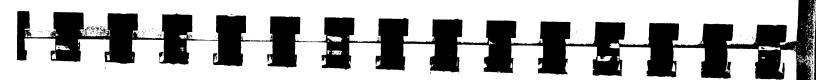
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

JANUARY 1, 1998

JANUARY 1, 2002







MEMORANDUM OF UNDERSTANDING

22	Included Employees	37 Holidays46	for Skills Improvement)		Funeral Leave (Time Off for Death in Family)	Excluded Employees (Call-Out Pay)	Dues Deduction	7 Division Responsibility	Discipline (Discipline & Discharge)	Discharge (Discipline & Discharge)	for Death in Family)	Part-lime Employees)	4 Co-op Students (Temporary and		Classifications Eligible for	Chief Stewards (Union Representatives)	28 Call-Out Pay.	nager	Bulletin Boards	Bonus Pay (Sick Leave).	39 Bonus Days (Sick Leave)	Bid Bactriction (Promotions and Transfers)	Authorized Leaves	Assistant Business Manager	Arbitration Procedure)	32 Arbitration (Grievance and		35 Apprenticeship (Training for	Agreements	Article Subject Page	
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MEMORANDUM OF UNDERSTANDING

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ated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "UNION." referred to as the "DIVISION" and LOCAL 1288 of the INTERNA-MEMPHIS LIGHT, GAS AND WATER DIVISION, hereinafter TIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affilitered into this 1st day of January, 1998, by and between the THIS MEMORANDUM OF UNDERSTANDING, made and en-

conditions of employment, and matters pertaining to wages, working conditions, and all other the Union as their representative to deal with the Division in WHEREAS, certain employees of the Division have designated

services being vital to the public health and welfare, and supplying services to its schools, parks, playgrounds, streets, ates its electric, gas and water systems and is engaged in hospitals, public buildings, and in serving the public, these WHEREAS, the City of Memphis, Tennessee, owns and oper-

of all employees, and said Board of Commissioners, with the exclusive authority to engage, determine the number of, and fix the duties and salaries ment, control and operation of said systems was imposed upon ister the affairs of the utility systems and the exclusive manage-WHEREAS, the Board of Commissioners was created to admin-

Division. constitutes the entire agreement between the Union and the ployees, this Memorandum of Understanding is made and conditions of employment, and grievances affecting these emsettlement pertaining to wages, hours, working conditions, other WHEREAS, for the purpose of facilitating orderly and prompt

Statement of Principle

The Division and the Union have a mutual interest in providing low cost and reliable service to the public which the Division serves. In recognition of the mutual responsibility in attaining this end, and believing that all will benefit by harmonious relations and by adjusting any differences through rational, common sense methods, the Division and Union enter into this Memorandum of Understanding in an effort to provide conditions of employment suitable to maintain a competent work force providing uninterrupted service to the public.

ARTICLE 2

Union Recognition

The Memphis Light, Gas and Water Division, City of Memphis, hereby recognizes Local Union No. 1288 of the International Brotherhood of Electrical Workers, AFL-CIO-CLC, as the designated representative of non-supervisory employees of the Division for the purpose of negotiations on wages, hours, working conditions and all other conditions of employment to the full extent provided by the applicable laws of the City of Memphis and the State of Tennessee.

While the recognition herein is not intended to constitute exclusive recognition, it is the policy of the Division that no other labor organization shall be recognized unless they be designated by a majority of the non-supervisory employees.

It is mutually agreed there shall be no limitations or restrictions on the right of any employee to belong to the Union or to refrain from belonging to the Union.

The terms and conditions of this Memorandum of Understanding shall apply only to employees as defined in Article 3 INCLUDED EMPLOYEES.

Included Employees

The classifications listed in this Article are those covered by the Memorandum of Understanding.

See list on Pages 61 -79

Any changes in this list relative to classification titles or new or changed classifications, job numbers, line of progression status, or pay grades, will be sent to the Union office, and an updated total listing will be prepared for the Union on a quarterly basis unless there have been no changes in the current quarter.

The Union will be advised of any new job classifications. With respect to such new job classifications, the Union Business Manager and the Manager of Labor Relations shall meet and discuss the categories and tests for excluding job classifications in an effort to reach agreement.

If agreement cannot be reached, the Union Business Manager may file a Union grievance with the Manager of Labor Relations and if necessary, pursue such a grievance directly to arbitration.

- is predominantly intellectual in nature and varied in character as opposed to routine manual, mechanical or physical, and involves consistent exercise of discretion and judgment. Requiring knowledge of an advanced type in a field of science or learning customarily acquired after prolonged course of study, specialized training or study in an institute of higher learning, or learned on the job and performing such work.
- SECURITY PERSONNEL. Watchmen and Guards.
- EXECUTIVE AND CONFIDENTIAL SECRETARIES.
 Secretaries who work for the President of the Division and executive management members down through the level of Manager or equivalent.

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- 4. CONFIDENTIAL EMPLOYEES. Confidential employees are those individuals whose departmental responsibilities or normal activities in connection with the personnel, fiscal, or other matters affecting collective bargaining relations give them access to confidential data with respect to such matters.
- All Personnel Department, Payroll Department and Labor Relations Department employees are considered as Confidential employees.
- 5. SUPERVISORS. Any individual having authority in the interest of the Division to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or adjust their grievances, or to effectively recommend such action provided that such authority is not merely routine or of a clerical nature and requires the use of independent judgment. (Present criteria for determining supervisory status shall continue unless altered elsewhere in this Memorandum of Understanding.)
- 6. PART-TIME AND TEMPORARY EMPLOYEES. See Article 4. If the Union Business Manager is in disagreement with the exclusion as determined by the above definitions, he/she may file a Union grievance with the Manager of Labor Relations and if necessary pursue such a grievance directly to arbitration.

ARTICLE 4

Part-Time and Temporary Employees

A. PART-TIME EMPLOYEES

- All part-time employees are excluded from coverage of this Memorandum of Understanding.
- Part-time employees are those employees who are employed to work less than forty (40) hours a week on a regular basis, excluding any necessary overtime.
- 3. Part-time employees will be hired as needed by the Division; however, part-time employees will not be hired for the purpose of avoiding hiring of full-time employees.
- 4. In the office areas it is not the intent of Management to work part-time employees on overtime until the overtime has first been declined by those regular employees on duty who normally perform the work.
- 5. In the field areas it is not the intent of Management to work part-time employees on overtime unless the regular employees who normally perform the work are unavailable.
- 6. Part-time employees are not entitled to employee benefits such as insurance, pensions, or pay for time off except as a result of occupational injury.
- 7. Part-time employees will be considered as new job applicants on jobs for which they apply.

B. TEMPORARY EMPLOYEES

- All temporary employees are excluded from coverage of this Memorandum of Understanding.
- 2. Temporary employees are those employees who are employed to work full-time but for a limited time period, not on a permanent basis. This includes but is not limited to co-op students, temporary office help, and summer employees.
- 3. Temporary employees will not be hired for the purpose of avoiding hiring of permanent employees, but may be hired for specific needs not of a permanent nature. Co-op students will perform bargaining unit work only with bargaining unit employees.

- 4. In the office areas it is not the intent of Management to work temporary employees on overtime until the overtime has first been declined by those regular employees who normally perform the work.
- 5. In the field areas it is not the intent of Management to work temporary employees on overtime unless the regular employees who normally perform the work are unavailable.
- Temporary employees will not be used to avoid the utilization of qualified regular employees within the Area on work- out-of-classification.
- Temporary employees will not take part in planned overtime but may work if they are part of a crew which works overtime to complete a job.
- Temporary employees are not entitled to employee benefits such as insurance, pensions, or pay for time off except as a result of occupational injury.
- Temporary employees will be considered as new job applicants on jobs for which they apply.

The Union will be provided with a monthly list of all temporary employees, defining the category and initial hire date of each.

ARTICLE 5

Work by Supervisors, Foremen or Comparable First-Line Supervisors

Supervisors shall not perform work which is normally done by employees covered by this Memorandum of Understanding. The Division reserves the right, however, to have all its first-line supervisors and foremen do such work as may be necessary on their part to properly fulfill functions as supervisors. This includes the responsibility of organizing their crews for the greatest efficiency, which may or may not require certain manual tasks, assisting and doing such work as may be required to get a job properly organized and started, which shall be limited to necessary clerical work, teaching, instructing, and demonstrating proper techniques and methods, layout work, developmental and experimental work, work incidental to devising new or

improved methods and techniques, emergency work and work incidental to checking and trying out tools, equipment or methods.

Emergency work under this Article shall mean:

- Work necessary to protect the safety of persons, equipment or property, or,
- Work necessary to maintain or restore service to customers in the absence of qualified non-supervisory personnel, if a reasonable effort has been made to secure such qualified personnel after the condition is reported.
- 3. The circumstances surrounding the urgent necessity to perform the work shall determine whether the supervisor shall perform the work. The presence or absence of qualified non-supervisory personnel shall not be the determining factor in defining the emergency.
- 4. If problems of interpretation of the above occur because of a supervisor's action, such problems shall be discussed by the Business Manager of the Union and the Manager of Labor Relations in an attempt to resolve them.

ARTICLE 6

Non-Discrimination

There shall be no discrimination, coercion, threats or intimidation by the Division or the Union against any employee because of sex, marital status, race, religion, national origin, age, disability, veterans status, political affiliation, membership or nonmembership in the Union, or because any employee chooses to use the grievance and/or arbitration procedures provided in the Memorandum of Understanding.

The intent expressed in this Non-Discrimination Article takes precedence over any other provision in the Memorandum of Understanding.

"Employee" as used in this Agreement or use of the male gender in this Agreement shall be construed as including female.

The parties recognize the need for compliance with the Americans with Disabilities Act.

ARTICLE 7

Division Responsibility

It is understood that nothing herein shall require the Board to do anything forbidden by, or refrain from doing anything permitted to be done by applicable law. Nothing in this Memorandum of Understanding shall be interpreted as abrogating the authority vested in the Board for the exclusive management, control and operation of the Division.

The Division has the exclusive right among others: to determine the purpose and duties of each of its departments; to set the standards of services to be offered to its customers; to enter into any contracts for Division business; and to exercise control and discretion over its organization and employees, so long as the determination does not violate this Memorandum of Understanding.

affecting the terms and conditions of employment working conditions or rules and regulations of the Division a claimed violation, misinterpretation or misapplication of the pretation of the terms of this Memorandum of Understanding or of work, funds, or for other legitimate reasons; and to determine suspend, discharge or take other appropriate disciplinary action right to submit a grievance concerning the application or interthat nothing contained in this Article shall be deemed to deny the work schedules, hours, and number of shifts; provided, however, any time; to relieve its employees from duty in the event of lack tions and classifications, the number of employees required at against its employees for just cause; to determine job qualificarial and supervisory employees; to establish work rules; to promote, demote, transfer, assign or retain employees in posilions and locations within any department; to select its manage-Included is the Division's right: to direct its employees; to hire,

ARTICLE 8

No Strike-No Lockout

During the term of this Memorandum of Understanding, the Union agrees that it shall not engage in, encourage or approve any strike, work stoppage, boycott or any other form of interference with continuous and peaceful operation of the Division and progress of the work.

If employees engage in any of the actions listed above, they shall be subject to disciplinary action, including discharge.

The Division agrees that it will not lock out any of the employees covered by this Memorandum of Understanding.

In case of any interruption of work, as described above, the Union will take every legal, affirmative step necessary to terminate the interruption of work.

Inasmuch as the Union does not claim the right to strike under any circumstances, it is agreed that all matters shall be settled according to Article 32, the Grievance and Arbitration Procedure.

ARTICLE 9

Bulletin Boards

It is agreed that the Union may have reasonable use of Division bulletin boards for the posting of notices of meetings, elections, recreational and social functions. Other matters may be posted with the specific approval of the Manager of Labor Relations.

At no time shall the Union material occupy more than 50% of the space on a bulletin board.

ARTICLE 10

Probationary Period of Employment

All new employees shall serve a probationary period of six (6) months exclusive of time away from the job. Bids will not be accepted during the probationary period.

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During the period of probationary employment, an employee covered by this Memorandum of Understanding shall work under the conditions provided by this Memorandum of Understanding and receive not less than the minimum rate of pay for his/her classification.

The employee shall not be entitled to time off with pay for any reason except occupational injury during this period.

The employee shall accrue sick leave and vacation credit from date of employment but may not use either until after the end of the probationary period.

The employee's services may be terminated at any time during this period for any cause without recourse to the Grievance Procedure or appeal provided such cause of discharge is not in violation of the Non-Discrimination Article of this Memorandum of Understanding. Grievances of discharged probationary employees submitted on the issue of a violation of the Non-Discrimination Article of this Memorandum will not be challenged on the basis of arbitrability. The reasons for the termination shall be supplied to the employee, the Union Steward, and the Union Business Manager in writing and shall be subject to review by the Manager of Labor Relations if requested by the Union Business Manager.

ARTICLE 11

Rules and Regulations

The Union recognizes Management's final authority in making new rules and changing rules, however, such rules will not be made in an arbitrary or capricious manner.

Management recognizes the importance of informing employees about these matters as early as feasible, and it is the intent of Management to discuss these matters with affected employees in advance, if not prevented by circumstance.

Dues Deduction

ARTICLE 12

Employees of the Division may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for payment of initiation fees, assessments or fines. The procedure which shall be followed by all employees in authorizing deductions of Union dues shall be for each employee to execute a written assignment in the form agreed upon.

The payroll deduction shall be revocable by a separate cancellation card provided by the Payroll Department of the Division and signed by the employee in the Payroll Department, or if the employee is physically unable to sign the waiver in the Payroll Department, by written notice, signed by the employee, (certified mail, return receipt requested) addressed to the Payroll Department. This revocation may be made during the month prior to the anniversary date of the implementation of this Memorandum of Understanding. The Union shall be promptly notified if the cancellation card is used.

In the event the Union members vote to change Union dues, the Union shall notify the Division at least two (2) calendar weeks prior to the beginning of the pay period in which the new dues are to be deducted. The dues of both "A" and "BA" members shall be deducted 24 times a year in an amount certified by the Union and the aggregate deductions of all employees shall be remitted together with an Itemized statement to the duly authorized representative of the Union within fifteen (15) days after such deductions are made. The Union will indemnify, defend, and hold the Division harmless against any claims made and against any suits instituted against the Division on account of payroll deduction of Union dues.

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The Union agrees to refund to the Division any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

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The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period,

no withholding will be made to cover that pay period from future earnings. In the case of any employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, deductions shall be made according to established priority. In this connection, all other legal and required deductions have priority over Union dues.

Notification of dues not deducted because of an employee's non-pay status will be sent to the duly authorized representative of the Union as soon as it is possible to do so.

ARTICLE 13

Picket Lines

The Union and management shall discuss any problems arising from assignments of employees to cross picket lines on a case-to-case basis if there be a problem concerning such assignments. The parties agree to cooperate to resolve such problems if it is possible.

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ARTICLE 14

Union Representatives

The Division recognizes and shall deal with the appropriate and accredited Union Stewards and Chief Stewards for their respective Areas or locations and appropriate steps in all matters relating to grievances that involve working conditions or the interpretation, application, or performance of the Memorandum of Understanding. One Steward and one Alternate will be recognized for each (Area) Supervisor; however, if this does not afford adequate representation, additional Union Stewards or Alternates may be authorized by the Manager of Labor Relations, upon written request from the Union Business Manager, to represent employees of a specific section or sections of the department involved.

The Union shall designate twelve (12) of the above authorized Union Stewards to serve as Union Stewards in their Areas and Chief Stewards in one (1) of the following geographic locations or areas:

As additional Service Centers are opened, one (1) Chief Steward will be authorized for each Center.

The Union shall furnish a written list of the Chief Stewards, Union Stewards and Alternates and designate the Areas and/or locations they have been selected to represent. Union Stewards shall represent only the Areas in which they are employed. Chief Stewards shall represent only geographical locations in which they are employed.

In the absence of the Union Steward, the Alternate can act in his/her place. In the absence of both the Steward and Alternate Steward, the Chief Steward in that geographic location may act as Steward. A Chief Steward may be authorized by the Manager of Labor Relations upon request from the Union Business Manager to act in the absence of another Chief Steward.

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Union Stewards and Chief Stewards shall be granted necessary time off during working hours to handle and settle grievances in their respective Areas, locations and steps of the Grievance Procedure, without loss of regular pay. These matters will be handled at such times as will not interfere with orderly and efficient operations. Union Stewards and Chief Stewards shall request permission of their Supervisor when it is necessary to leave their work, as far in advance as possible. Permission to handle grievances and have time off will not be unreasonably delayed. Time keeping procedures in each Area will be strictly followed.

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Upon election or appointment to the position of Union Business Manager or Assistant Business Manager, such employee(s), not to exceed three (3) employees will be transferred to the Labor Relations Department.

Upon leaving the Union office, such employee shall be reinstated in his/her former classification and location if in effect and the employee is qualified to perform the duties of that position. The employee shall be deemed to have continued to accrue Division, occupational and classification seniority in his/her former position during his/her prior classification, the employee will displace the employee in that classification who has the least classification seniority unless the returning employee's classification seniority is lower than the incumbent's. The displace another employee in his/her occupational seniority to displace another employee in his/her occupational line of progression.

If the returning employee's position or the displaced employee's position is no longer in effect or he/she is barred from displacing another employee under the previous paragraph, placement efforts will be made to find a comparable position for a three (3) month period. If a comparable position is not found, the employee will be placed in an available position and paid at the appropriate rate of pay for that classification.

Upon leaving the Union office, the employee's pay will be adjusted to the appropriate pay rate of the former classification.

The Union Business Manager and/or Assistant Business Manager shall be allowed access to the buildings and grounds of the Division for the investigation or handling of grievances and complaints provided that a Manager is present at any adjustment. However, the Union Business Manager and/or Assistant Business Manager shall notify the appropriate Manager prior to visiting any area or work site. If the participation of an employee is required, the Union Business Manager and/or Assistant Business Manager must get permission from the supervisor or crew leader at the work site.

ARTICLE 15

Discipline and Discharge

Oral discussion between Supervisors or Foremen and the employees under their supervision are routine for the purpose of correction as to procedure or method, instruction or explanation of the duties and responsibilities in their job.

When a direct oral reprimand becomes necessary that may lead to more serious disciplinary action, the reprimand shall be given in the presence of the Steward if requested by the affected employee. If a difference of opinion arises between the employee and his/her Supervisor as to whether or not an oral discussion constitutes a reprimand, the employee may request the presence of the Steward. When the offense is serious enough or when it is a repetition of a prior offense, the reprimand may be put in writing and a copy given to the employee, the Steward and the Union Office. This written reprimand shall also be made a part of the employee's record in the Personnel Department.

If there are no repetitions of specific infractions within six (6) months, written reprimands will be considered cleared and marked as cleared in the employee's personnel record in the Personnel Department.

Suspensions, without pay, may be imposed by a Supervisor or higher authority when this will effect the necessary improvement in the conduct of an employee to prevent discharge. Suspensions shall be effective no sooner than the day following the day on which the offense occurs. Suspensions and the reasons shall be put in writing and supplied to the employee, the Steward and the Union Office.

The Division shall have the right to discharge any employee for just cause. If requested, the discharged employee will be granted a hearing by his/her Manager in the presence of the Steward. The reason for such discharge shall be put in writing and given to the employee and the Union Business Manager.

Appeals of written reprimands and suspensions may be taken up at the second step of the Grievance and Arbitration Procedure and carried through as many steps as deemed necessary. Discharges may be appealed directly to Step 3.

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Any employee whose reprimand, suspension or discharge is found to be wholly unjustified shall have his/her record cleared of said offense, shall be reinstated and compensated in full for all lost time, and have restored all other rights and conditions of employment.

ARTICLE 16

Seniority

The Division and the Union accept the principle of employee seniority as herein defined and applied in the Memorandum of Understanding.

Division seniority is defined as continuous length of service since latest date of employment as a regular full-time employee.

Occupational seniority is defined as accrued service time in an employee's occupational line of progression as a regular full-time employee.

Job classification seniority is defined as accrued service time in any employee's current job classification extending beyond but including the trial period.

Each employee shall accumulate seniority Division-wide and in his/her occupational line of progression and job classification.

Stewards appointed by the Union shall have seniority during such appointment over the other employees in their department in the event of a layoff or reduction in force, subject to the qualifications and capabilities of the Stewards to fill the remaining jobs.

The seniority of an employee will be broken under the following conditions and when so broken such employee shall be for all purposes considered a new employee if and when rehired:

1. Resignation or other voluntary termination of employment.

- Discharge.
- l. Failure to report to work after layoff within ten (10) days after the Division gives the employee written notice to return to work and failure to notify the Division of his/her intention to return to work within five (5) days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by registered or certified mail addressed to the last address furnished to the Personnel Department of the Division.

- Layoff without recall to work within one (1) year from the date of such layoff.
- Where an employee has established seniority privileges in a job classification covered by the Memorandum of Understanding and is transferred or promoted to another position which is not covered by the Memoranding, and such employee is later restored to a covered position, such employee shall be deemed to have retained, but not accumulated seniority, during said period outside the covered classification.

Subject to the needs of the department, department heads should use the principle of seniority in making selections from within classifications for assignments to locations and shifts. Where there is an agreed upon occupational line of progression, occupational seniority shall be used. Where there is no occupational line of progression, job classification seniority shall be used.

An employee who promotes or transfers to another classification shall be deemed to have continued to accrue seniority in his/her former classification and/or occupational line of progression for the prescribed trial period if the employee subsequently fails to satisfactorily perform in the new classification.

Seniority lists will be maintained on all three types of seniority and will be updated quarterly and will be posted on bulletin boards.

In instances where there are disputes regarding the order of employees on seniority lists such disputes will be mutually resolved by agreement between the Manager of Labor Relations and the Union Business Manager.

Any employee who objects to his/her standing on seniority lists should protest during the thirty (30) days from the date of original posting.

ARTICLE 17

Promotions and Transfers

It is the policy of the Division that senior qualified employees of the Division shall be considered for promotion or transfer to new positions and to vacancies in jobs covered by the Memorandum of Understanding prior to considering applicants from outside the Division. However, employees must complete the

probationary period for new employees prior to submitting bids for positions filled through the bid procedures.

Employees will be considered for promotions as follows:

- For openings in occupational lines of progression above entry level, in the following order:
- Employees in the next preceding classification or classifications in the line of progression.
- Employees in other preceding classification or classifications in the line of progression indescending order
- c. All employees covered by this Memorandum of Understanding, except as may be provided by law.
- For all other openings: All employees covered by this Memorandum of Understanding, except as may be provided by law.

All job openings are to be filled by the use of the bid procedure except those openings above the entry level in lines of progression, as in (1.) above.

The following factors shall be considered in making selections: a. Seniority:

- on bid jobs including entry jobs in the lines of progression-Division seniority; on jobs in occupational lines of progression- occupational seniority.
- b. Qualifications, including training, experience, competence and service record.

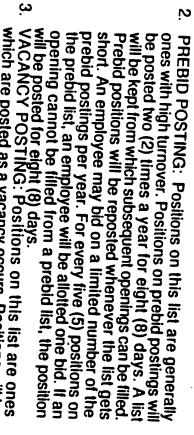
Seniority shall be the determining factor when qualifications are sufficient and relatively equal.

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Bid Procedure

Positions will be posted and bids accepted by one (1) of three (3) methods:

 PERMANENT POSTING: Positions on this list are ones which are difficult to fill within the Division. These postings remain on the board permanently. Bids will be accepted at any time for these positions. A list will be kept from which subsequent openings can be filled.



which are posted as a vacancy occurs. Positions will be posted for each vacancy for eight (8) days. Employees must bid on each posting to be considered. An employee may bid on twenty (20) of these positions per year.

If qualified bidders are not available for positions on these postings, the Division will fill the position from any available source.

The determination of the type of posting for each classification will be made by agreement of the Union Business Manager, Personnel Manager and Labor Relations Manager. If agreement cannot be reached, the position will be posted using the vacancy posting.

Application forms with instructions will be available in each area of the Division. Necessary information regarding the positions will be stated on the posting notices, along with the minimum qualifications necessary to meet the job requirements. Copies of all posting notices will be sent to the Union Business Manager.

After notification and acceptance of a new position, the employee's pending bids will be voided and the employee will not be considered for further openings for a period of six (6) months. This restriction refers only to positions received through the bid procedures or openings to be filled through the bid procedures.

General:

Persons promoted or transferred shall be allowed a trial period to prove their ability to perform their new duties; however, no employee will be expected to be at peak proficiency or production within this trial period. Trial periods will be as follows:

Grades I-V

Grades VI-IX

Grades X-XV

Six (6) months

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Personnel Department. During the first two weeks of the trial period, the employee may opt to return to his/her old classification by request to the

qualified applicants of the original bid list. position or a comparable one at the appropriate rate of pay. In Training and assistance will be provided to assist the employee in learning his/her new duties. If found unable to perform this event, the next selection for the position will be from the his/her new duties, the employee will be returned to his/her old

opening occurs. period may be considered again for promotion when a suitable Any employee returning to his/her old position after a trial

a seniority question arises due to reclassification, the Union Business Manager and the Manager of Labor Relations will meet employee will be reclassified to his/her new classification no later soon as is reasonably feasible; however, in all cases, the employee shall be released from his/her present position as to resolve the problem on a case-by-case basis. than one (1) month from the date of his/her original selection. If Once an employee has been selected for promotion, the

as of the effective date of the promotion. An employee who is promoted will receive the proper increase

progression will retain his/her anniversary date established in the work of the new classification. he previous job classification provided employee can perform Any employee who transfers laterally within his/her line of

selected for the vacancy. after the employee is notified of the name and seniority of person the Manager of Labor Relations not later than fifteen (15) days Grievances on promotions or transfers shall be submitted to

adjustment based on his/her pay rate after the step increase. the date of his/her promotion, will receive his/her promotion pay would have received a merit step increase within one month after An employee who is a successful bidder on a job and who

considered for a job more suitable without the use of the above procedures with approval of the Union Business Manager and the Labor Relations Manager. When an employee is partially disabled, he/she may be

The following information will be furnished to the Union:

A list of all bid applicants and their seniority.

The name of the successful bid applicant and his/her seniority.

Upon request, the qualifications of the successful bid applicant will be furnished to the Union Business Manager.

ARTICLE 18

Layoff or Reduction in Force

tion in force occurs. within the classification and department where layoff or reduc laid off or reduced in force in accordance with Division seniority In the event of a layoff or reduction in force, employees will be

shall be paid at the appropriate rate for the classification in which employee who displaces an employee in a lower classification a reduction in force under the above provision may exercise his may only displace an employee with less Division seniority. An qualified to perform the duties of that classification. An employee subject to a reduction in force previously worked, if otherwise Division seniority in the last classification in which the employee her Division seniority to displace an employee with the least he/she displaces. Any employee subject to layoff in excess of two (2) weeks or

salary appropriate to the new position. sidered to fill such vacancles if qualified. If they accept a new outside the laid-off employees' classification, they may be conposition outside their former classification, they shall be paid a Recall shall be in inverse order of layoff. If vacancies occur

permanently separated as a result of reduction in force. classifications or other reduction in force. A reasonable effort will be made to place employees in available jobs before they are employees as a result of reorganization, the elimination of job It is the policy of the Division to avoid separating permanent

B of the Termination Pay Article. lack of work will receive termination pay as provided in Section Employees laid off due to reduction in force or on account of

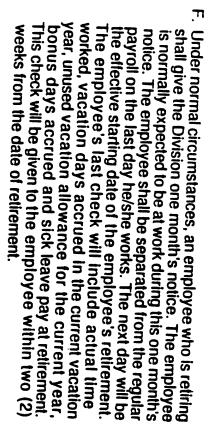
available upon request. fully with the Union and facts relative to the layoff will be made If a layoff becomes imminent, the matter will be discussed

ees covered by this Agreement unless substantial savings are effected for the general public. out or subcontract the work now being done by present employ. During the term of this Agreement, the Division will not contract

ARTICLE 19

Termination Pay

- A. A permanent hourly or salaried employee who resigns or who is discharged will be paid for actual time worked, vacation days accrued in the current vacation year, unused vacation allowance for the current year and accrued bonus days.
- B. A permanent hourly or salaried employee laid off due to reduction in forces, or on account of lack of work, will be paid for actual time worked, for unused vacation allowance and for a severance allowance of two (2) weeks in any twelve-month period at his/her regular base rate. If the employee is returned to work in the current or next calendar year, he/she shall not be eligible for any further vacation in either year, as the severance allowance which was paid is considered by the Division to be equivalent of a prepayment of vacation.
- C. A permanent hourly or salaried employee who dies will continue on payroll through the payroll period in which he/she dies and will be paid at his/her regular base rate of pay, provided the employee was entitled to receive pay other than severance allowance for part or all of the payroll period. The employee's survivors or estate shall be paid the compensation, including pay for accrued unused vacation and bonus days, otherwise due him/her.
- D. A temporary hourly or salaried employee who resigns, who is discharged, or who is laid off will be paid only for actual time worked. In case of death, the employee's earnings on the same basis shall be paid to his/her survivors or estate.
- E. Upon presentation of authorized induction papers, a permanent employee entering the Armed Services of the United States Government will be paid for actual time worked, vacation days accrued in the current vacation year, unused vacation allowance for the current year and accrued bonus days.



ARTICLE 20

Pensions

The benefits presently enjoyed by employees covered by this Memorandum of Understanding shall not be reduced during the term of this Memorandum of Understanding.

ARTICLE 21

Insurance

The benefits presently enjoyed by employees covered by this Memorandum of Understanding shall not be reduced during the term of this Memorandum of Understanding.

Benefits provided and the division of premium costs will be negotiated at the same time as other economic factors during negotiations for a new term of the Memorandum of Understanding unless otherwise agreed upon.

Sixty (60) days before implementing a premium increase, the Division will meet with the Union for the purpose of discussing and / or agreeing to cost containment or other modifications that would decrease or eliminate the need for the increase.



ARTICLE 22

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Work-Out-of-Classification

The Division shall make temporary assignments according to the requirements of the job and availability of personnel qualified to do the work.

Work-out-of-classification in occupational lines of progression above entry level will be offered to the qualified and available employee who is senior in occupational seniority in the next preceding classification or classifications in the line of progression who is in the crew or on the job site.

Work-out-of-classification in jobs not in occupational lines of Work-out-of-classification in jobs not in occupational lines of progression will be offered to the senior qualified and available employee in the classification or classifications from which an employee will be selected. In these cases classification seniority

will be utilized.

When employees are assigned or required to perform work which is not in their job description but which is usually performed by employees in a higher classification, they shall be paid out-of-classification at the appropriate rate.

In connection with the above, any problems which might arise concerning the question of insufficient work shall be dealt with on a case by case basis by referral to the Manager of Labor Relations and the Union Business Manager.

Pay for work-out-of-classification shall be as follows:

Employees assigned or required to work in a higher classification on a temporary basis for periods in excess of two (2) hours, either continuously or accrued in the regular workday, shall receive premium pay for all time worked in the higher classification as follows:

Work in non-supervisory classifications

Work in crew leader and supervisory classifications \$.85 per hour	Grades 10 & above \$ 70 per hour	Grades 1-5\$50 per hour
\$.85 per hour	\$.70 per hour	\$.50 per hour

- It is not the intention of the Division to assign employees to work-out-of-classification in higher classifications to nullify the need to promote employees to these higher classifications.
- While it is agreed that employees selected to work-out-of-classification must be qualified to perform the job, it is also agreed that the Division will make reasonable efforts to see that senior employees have the opportunity to become qualified to perform in more advanced positions.
 An employee assigned to work in a lower classification on a temporary basis shall receive his/her regular rate of pay during such assignment if such assignment is for the benefit of the Division. If for the benefit of the em-
- of pay in his/her old classification.

 5. An employee assigned to work in an equal classification on a temporary basis shall receive his/her regular rate of pay during such assignment.

ployee, he/she shall receive the rate of pay applicable to the classification which is next lower than his/her rate

pay during such assignment.

6. Temporary assignments may not be rotated for the purpose of depriving temporarily assigned employees of work-out-of-classification pay.

ARTICLE 23

Time Off for Death in Family

All employees covered by this Memorandum of Understanding shall be granted three (3) working days off with pay at the time of a death in their immediate family. The employee will give his/her Supervisor prompt notice of the death and their desire to be granted time off. Immediate family shall mean one of the following: husband, wife, child, stepchild, parent, brother, half-brother, sister, half-sister, grandparent, grandchild, mother-in-law, father-in-law, step-parents, and properly established foster parents. In the case of step-parents, employee must have lived in the household with step-parents. In the case of foster parents, employee must have lived in the household of such foster parent in the relationship of parent and child.

Proof of the relationship may be investigated by the Personnel Department if evidence of abuse exists.

There will be no loss of accrued sick leave days or vacation days during the time off for death in family as granted above.

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Additional time off with pay, as approved by Department Head, shall be granted for travel to cities more than 500 miles from Memphis.

Department Head may grant up to four (4) hours time off with pay to attend the funeral of a fellow employee as long as this does not unduly affect the operation of the department.

Additional time may be granted as leave without pay or as vacation when justified by circumstances.

ARTICLE 24

Jury Duty

Employees shall be paid for necessary time off while serving on a regularly constituted Grand Jury or Petit Jury or when subpoenaed to appear as a witness in court or before a Grand Jury.

Employees working on shifts other than day shifts shall be moved to a day shift job for their tenure on the jury panel. If an employee is required to report for jury duty for three (3) hours or less in any given day, he/she shall report to work that day. If an employee is required to report for jury duty for more than three (3) hours in any given day, he/she shall be excused from work that day. When released for one (1) or more entire days during his/her tenure on the jury panel the employee shall report to work on such days if scheduled to work. At the conclusion of jury service the employee will assume his/her normal shift hours.

Employees shall not be required to remit to the Division any part of their pay as a juror as long as they abide by the foregoing rules.

ARTICLE 25

Military Service

Permanent employees leaving the Division employment for active duty in the Armed Services will be reinstated in the same or a comparable job if they report for work as soon as discharged but not later than ninety (90) days after discharge.



ARTICLE 26

Tools and Equipment

Present Division practice of providing tools and equipment shall continue during the term of this Memorandum of Understanding. Both the Union and Division agree that employees must show a responsible attitude toward maintaining all tools and equipment.

ARTICLE 27

Hours and Overtime

General:

- 1. Scheduled Work Week. A scheduled work week shall consist of five (5) consecutive days when possible, each workday shall normally be eight (8) consecutive hours, exclusive of time allowed for lunch. The work week may be any five (5) days in a calendar week.
- 2. Scheduled Days Off. An employee's two (2) scheduled days off shall be consecutive when possible. For pay purposes, the determination of first and second days off shall depend upon the chronological order of occurrence of the two (2) scheduled days off as they are established within the calendar week, Sunday through Saturday.
- Coffee Break/Rest Period. Employees will be granted one (1) paid break or rest period of not more than fifteen (15) minutes in each four (4) hour period of regular or overtime hours worked.



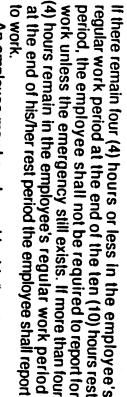
4 Overtime Limit and Rest Periods. An employee will not normally be required or permitted to work more than sixteen (16) hours, either continuously or cumulatively, in a twenty-four (24) hour period. This twenty-four (24) hour period will begin at the starting time of any work period.

Distribution or Operations Department construction or maintenance crew members (not to include Electric Distribution Department trouble shooters) who have worked sixteen (16) consecutive hours will be granted a ten (10) hour off duty period. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate.

In case of an emergency, an employee may be authorized to continue to work beyond the sixteen (16) hour work period if the employee is physically able and willing to continue a job. However, the additional time after sixteen (16) hours shall not exceed two (2) hours.

All emergency overtime of six (6) hours or longer, cumulative or continuous in the twelve (12) hours preceding a regular shift, shall be preceded by, or followed by, a continuous ten (10) hour off-duty period. Any hours in the rest period which overlap with the employee's regularly scheduled workday will be compensated at the straight time rate. Paid rest time shall be considered the same as time worked for the purpose of determining when overtime starts in a regularly scheduled workday.

In the event an employee has not completed his/her ten (10) hour rest period, the employee shall not be required to report for his/her next regular work period until the ten (10) hours have elapsed. When needed, the employee may elect to return after eight (8) hours off duty; however, any remaining time worked within his/her earned rest period will be compensated at a double time rate.



An employee may be released by his/her Supervisor from work for a rest period not otherwise provided for, as need dictates during the employee's regularly scheduled forty (40) hour work week, and shall be paid at his/her straight time rate for such regularly scheduled hours.

Overtime Lists. Current overtime lists will he nested on all

5. Overtime Lists. Current overtime lists will be posted on all bulletin boards.

6. Saturday and Sunday Construction Work.

Construction Work performed on Saturday and Sunday will be kept to a minimum consistent with the requirements of serving the customers. It is not the intent of the Division to perform routine construction on Saturday and Sunday.

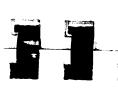
Shift Work Schedules:

Employees covered by this section are those employees whose work hours are dictated by a shift work schedule.

- In departments where prepared, work schedules should be posted at least one (1) month in advance.
- 2. The Division will make all efforts to give a minimum of one (1) week's notice prior to any change in employee's work schedules. Changes made with less than four (4) calendar days notice should not be made to avoid working employees on overtime.
- 3. No employee should normally be scheduled to work more than eight (8) straight-time hours in any twenty-four (24) hour period but in no case shall an employee be scheduled to work more than eight (8) straight-time hours in any consecutive sixteen (16) hour period.

 4. An employee's two (2) scheduled days off shall be
- consecutive when possible.

 5. Although it is recognized that the requirements of shift
- work may necessitate working more than five (5) straightlime days consecutively, all efforts should be made to avoid such scheduling.



Overtime Payment:

- Time and one-half for all time worked in excess of eight (8) hours in one day or forty (40) hours in one (1) calendar week.
- Time worked in excess of sixteen (16) hours in any twenty-four (24) hour period shall be paid at two (2) times the straight-time rate.
- Whenever an employee is required to work on a holiday, the employee shall be paid two (2) times his/her regular rate of pay for such hours worked.
- Employees will be eligible for double-time pay on one (1) day per calendar week except as provided for in 2 and 3 above.
- a. An employee who is normally scheduled off on Sunday will be paid double-time or two (2) times his/ her regular straight-time rate for any hours worked on Sunday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
- b. An employee who works on a shift crew in the Electric, Gas or Water Distribution departments will be paid double-time or two (2) times his/her regular straight-time rate for any overtime hours worked on Sunday. Any overtime on another day in the calendar week will be paid at one and one-half times his/her straight-time rate for the hours worked.
- c. An employee who works a shift with off-days which do not include Sunday will be paid double-time or two (2) times his/her regular straight-time rate for any hours worked on his/her second off-day. Any overtime on another day in the calendar week will be paid at one and one-half times the employee's straight-time rate for the hours worked.
- 5. Overtime shall be distributed on an equitable basis among the employees of a given classification who normally perform the work in the department affected insofar as possible. Overtime lists will be utilized in making selections for employees to work overtime.
- 6. There shall be no duplicating or pyramiding of overtime

Show-Up Time:

An employee who reports for work at his/her regularly assigned time and who has not been notified in advance not to report shall be paid a minimum of two hours straight time pay.

ARTICLE 28

Call-Out Pay

Time for emergency overtime will start when an employee is called to report for work. It is understood that employees called out for emergency overtime in accordance with this article will report to the reporting site within a reasonable time after having been called out and will be paid only for reasonable reporting time. The Union will cooperate with the Division to the fullest extent to ensure that employees do report within a reasonable time when called out. This provision shall not apply to an employee called to work a regular shift not his/her own.

Minimum call-out time for either planned or emergency overtime will be four (4) hours at the applicable rate except when overtime immediately precedes or follows a regular workday. "Immediately follows," as used in the preceding sentence, shall be interpreted to mean that the employee will not be paid minimum call-out time if called prior to the employee's leaving his/her regular reporting place or area after his/her regular working hours.

An employee called out more than once in any eight (8) hour period is entitled to only one four (4) hour minimum.

An employee who is responsible for calling out a crew but is unsuccessful will be paid for 30 minutes of overtime at the applicable rate.

ARTICLE 29

Stand-By Pay

Employees assigned to stand-by duty shall abide by their applicable rules related to this duty and be readily available during such times.



applicable rules or is not readily available the employee shall stand-by period. This time shall not be counted as time worked pay for work when called out. If an employee fails to abide by the for the calculation of overtime. This pay shall be in addition to any for each eight (8) hours or major part of eight (8) hours in each forfeit his/her stand-by pay. Employees shall be paid two (2) hours at the straight-time rate

overtime rate. report to work shall be paid at the applicable straight-time or Employees who are assigned to stand-by and are required to

far as is practical Stand-by duty shall be rotated among eligible employees as

qualified they will be the first called when an emergency arises If employees who are on stand-by are properly equipped and

ARTICLE 30

Inclement Weather

employee's protection. postponed. When emergency work is required during inclement clement weather except in cases of emergency or when reweather, the Division shall provide suitable equipment for the is understood to mean those cases that could not be foreseen or quired to maintain or restore service to customers. Emergency Employees shall not be required to work outside during in-

place in case conditions permit them to return to work. other productive work inside or required to stay at a designated uled on succeeding days. However, employees will be assigned rescheduled to another shift on the first day, but may be resched. scheduled hours of work during inclement weather and will not be Employees shall be paid their regular rate of pay for their norma

Inclement Weather. Meter Readers are excluded from coverage under Article 30-

ARTICLE 31

Authorized Leaves

the Board. without pay in excess of five (5) working days upon written request endorsed by their Department Head and approved by President. dorsed by their Department Head and approved by their Viceno more than five (5) working days upon written request en-Employees may be granted leaves of absence without pay of Employees may be granted leaves of absence

progress of the work. opinion of the Board such leave will not unduly interfere with application twenty-four (24) hours in advance, may be allowed temporarily requires his/her absence from duty, upon written may be required to transact business for the Union which ence or convention of the Union or an officer of the Union who necessary time off to transact such business without pay, if in the An employee who is designated as a delegate to a confer-

their regular working hours. will be allowed time off with pay when negotiations occur during Up to four (4) members of the Union Negotiating Committee

program at their own expense. niority and may if they elect participate in the Division's insurance Employees on authorized leave shall continue to accrue se-

rozen and reinstated upon the employee's return to work. to the beginning of an authorized leave of absence shall be Sick leave and pension benefits accrued and not taken prior

The parties will comply with the Family and Medical Leave Act





AHIICLE 32

Grievance and Arbitration Procedure

Nothing in this Memorandum of Understanding shall be construed to prevent employees from representing and adjusting their own grievances, at any step, without the assistance or presence of a Union representative, provided no adjustment shall be inconsistent or in conflict with the terms of this Memorandum of Understanding, and provided further that the Union shall be given a copy of the disposition at every step.

Should any difference arise affecting the working conditions, or interpretation, application or performance of the terms or provisions of this Memorandum of Understanding, such difference shall be handled in a simple and direct manner. The Union and the Division agree that grievances should be settled in an orderly, prompt and equitable manner which will maintain the self-respect of all parties involved and be consistent with the terms of this Memorandum of Understanding. Every effort will be made by the Union and Division to settle grievances at the lowest steps of the grievance procedure. It is the intent of the Union and three (3) steps of the grievance procedure, understanding that arbitration is intended only as a last resort. The following procedure shall be followed through as many steps as necessary to reach an understanding.

Employee witnesses may be called to the grievance hearings, without loss of regular pay, for the purpose of presenting or verifying evidence at Steps 1, 2 and 3.

Grievances involving discharge, suspension, promotion or demotion shall be filed in writing at Step 3 within fifteen (15) calendar days of the occurrence.

age a cooperative and direct resolution of differences. The employee and/or steward shall discuss such differences with the Area supervisor within five (5) calendar days of the occurrence. The employee and/or steward will inform supervision that these discussions are the first step of a potential grievance and provide information necessary for its resolution. The supervisor shall

give an oral answer within three (3) calendar days after the discussion with the employee and/or steward. Any decisions reached at Step 1 will not be considered as a precedent and shall be applicable to that grievance only.

STEP 2. If no settlement is reached at Step 1, a written grievance must be filed within fifteen (15) calendar days of the occurrence with the Department Manager. The grievance must state that discussions were held at Step 1. If oral discussions have not taken place, the matter will be referred to Step 1.

In order to be processed at Step 2, the written grievance must contain the following information:

- a. Specific article violated or alleged violation of the Memorandum,
- Description of the violation,
- c. Proposed remedy.

Within five (5) calendar days after receiving the grievance, the Manager will schedule a meeting with the employee, Area Steward, Chief Steward and appropriate supervision in an effort to settle the grievance. The Manager will give a written decision within three (3) calendar days after the Step 2 hearing.

STEP 3. If no settlement is reached at Step 2, then within five (5) calendar days from the answer of the Department Manager, the matter may be referred to the Manager of Labor Relations. A meeting will be scheduled within twenty-one (21) calendar days from the referral to Step 3 with the Manager of Labor Relations and/or a designated representative, the Union Business Manager and/or a designated representative and the employee for the purpose of adjusting the grievance to the satisfaction of the parties. At the request of the Union, the following may be included in the hearing: Chief Steward, Area Steward, witnesses with direct knowledge of the case and a Neutral party. At the request of Labor Relations, the following may be included in the hearing: Department Manager, Area Supervision, witnesses with direct knowledge of the case and a neutral party.

Hearings involving discharges will be scheduled within ten (10) calendar days from referral to Step 3. Hearings involving suspensions, promotions, and demotions will be scheduled within fifteen (15) calendar days from the referral to Step 3.











of the grievance. grievance. Any agreement reached will be the final disposition neutral party from management and/or the Union, such party will group to review the facts objectively and to dispose of the be included in this meeting. Every effort will be made by this and/or designated representative. If the hearing included a will be reduced to the following: Manager of Labor Relations and or designated representative and the Union Business Manager hearing phase of the meeting, the parties present in the meeting If the parties are unable to resolve the grievance at the

Relations will provide an answer in writing to the Union within sentative is unable to state a position for the Division at this meeting, the meeting will be adjourned. The Manager of Labor If the Manager of Labor Relations or his/her designated repre-

ate in this endeavor. resolving grievances as soon as possible and must fully cooperthe date of the hearing. The parties recognize the need for hearing and the parties shall thereafter move expeditiously to set tor for the purpose of establishing a date for an arbitration parties shall jointly or separately communicate with such arbitra-Within seven (7) days of the designation of an arbitrator, the whose name remains shall be designated as the arbitrator. an arbitrator. The grieving party shall be given the first opportuprocedure being continued until one name remains. The person list. The other party may then proceed to strike a name with this nity to strike the name of one of the arbitrators contained in the of appeal, shall provide written notification of a decision to select parties. The grieving party, within twenty-two months from date submit a panel from which the arbitrator shall be chosen by the grieving party shall initiate a request, which shall be joint or separate, to the Federal Mediation & Conciliation Service to Within thirty (30) days from the written notice in Step 3, the fifteen (15) calendar days of the adjournment.

STEP 4. The following procedure shall be used in arbitration:

other evidence. The arbitrator's decision shall be in writing to the possible and full opportunity shall be given both parties to be heard and to examine and cross-examine witnesses and offer The arbitrator shall set a hearing date as expeditiously as

> diminish the authority vested in the Board. this Memorandum of Understanding and it is not the intent of the parties, through this Grievance and Arbitration Procedure, to as employees may have possessed prior to the effective date of It is the intent of the parties to preserve such rights of appeal

The arbitrator's jurisdiction shall be limited to questions,

authority to set policy or to add to, subtract from or change any of this Memorandum of Understanding. He/she shall have no interpretation, application or performance of specific provisions grievances or disputes involving the working conditions, or

terms of this Memorandum of Understanding.

Union witnesses will be granted time off and will be paid for such which are the involved Stewards and/or grievants. Additional lost time only if they actually testify at the arbitration hearing. loss of regular pay to a maximum of five (5) Union participants equally by both parties. The Division will grant time off without other expenses incidental to the arbitration shall be borne ing its own case. The cost of the arbitrator's services and any Each party shall bear the expense of preparing and present-

will be considered waived. Grievances pending arbitration for twenty-four (24) months

extended by mutual agreement of both parties in writing. run on the next calendar day after the occurrence or answer. The time limits for grievance meetings at any step may be GENERAL: Under this grievance procedure, time starts to

Memorandum of Understanding. be strictly limited to violations of specific provisions of the The Union Business Manager may file a grievance at Step 3 of the Grievance and Arbitration Procedure. Such grievance shall

seeking adjudication of their grievances. ence, coercion, discrimination or reprisal from either party in Employees will be unimpeded and free from restraint, interfer-

provided from the date the answer is due. may then refer the matter to the next step within the time limit grievance is not timely filed or pursued at each step as provided respond within the time limits provided at any step, the Grievant herein, it shall be considered waived. If the Division does not It is understood that time is of the essence and that if a



Neither the Union nor its official representatives shall be held liable for the handling of grievances, including arbitration, when stewards or officers are not involved in the filing or handling of grievances of non-union employees.

Only grievances occurring on or after the effective date of this Memorandum of Understanding will be processed under this procedure.

ARTICLE 33

Salary Grades for New or Revised Job Classifications

When a new job classification is created or significant duties and responsibilities are assigned to or eliminated from an existing job classification, the Division will propose a rate of pay for such new or revised job classification to the Union. If the Union is agreeable to such rate of pay it will be put into effect immediately. If the parties cannot negotiate a mutually agreeable rate of pay, the Division may place the proposed rate of pay into effect and the Union may within fifteen (15) calendar days thereafter file a grievance protesting such rate. If a higher rate than that proposed by the Division is subsequently determined to be appropriate, it shall be made effective retroactive to the date of the formal grievance by the Union.

It is not the intent of the Union to claim new salary rates for jobs where insignificant changes have occurred, nor is it the intent of the Division to add duties to an established job in order to avoid paying work-out-of-classification.

When a new job classification is created or significant duties and responsibilities are assigned to or eliminated from an existing job classification, a new or revised job description describing the significant duties and responsibilities shall be prepared by Management. Job descriptions shall be maintained by the Division for the purpose of defining job duties and responsibilities and shall be furnished to the Union.

In preparing job descriptions, Compensation Administration personnel shall arrange and meet with the appropriate Supervisor and Steward to discuss present job content and job changes.

Employees working in the classification will be contacted to the extent necessary to analyze the job.

Compensation Administration will notify the Union Office when the above process is to take place.

ARTICLE 34

Performance Appraisal

Every employee is entitled to know how his/her Supervisor regards his/her performance and is entitled to the opportunity to discuss this with his/her Supervisor or Foreman. No Performance Appraisal form shall be altered or added to after an employee has signed it. Upon request, the employee will be given a copy of his/her Performance Appraisal after the employee signs it.

If employee's performance is satisfactory, employee will be advanced to the next step in his/her salary grade if he/she is not already on the maximum. If employee's performance is unsatisfactory, the employee is entitled to a review and additional appraisal ninety (90) days after the unsatisfactory appraisal; if at this time the employee's performance is satisfactory, he/she will advance to the next salary step.

Every employee will be told at the time of his/her appraisal whether he/she is rated overall as "satisfactory" or "unsatisfactory." The employee may state his/her comments concerning the appraisal in the appropriate spaces on the appraisal form at the time of his/her appraisal interview.

Satisfactory Performance Appraisals are not grievable.

ARTICLE 35

Training for Skills Improvement

1. General Training

Management and the Union agree that employees shall be free and unencumbered to suggest, recommend and/or request additional training with the intent of providing opportunity for self-improvement and upgrading.



2. Joint Apprenticeship Committees

Whenever an apprenticeship program has been established or is intended to be established by the Division, a Joint Management-Union Apprenticeship Committee will be established for the purpose of establishing requirements and administrative procedures regarding the program.

Joint apprenticeship programs will be approved by the Division and the Union prior to implementation or modification. Such approval is required with respect to the basic program but not the procedures and rules later adopted or changed by the Apprentice Committee.

While participating in an apprenticeship program, apprentices cannot utilize the bid procedure unless approved by the Joint Apprenticeship Committee. An apprentice who desires to leave the apprenticeship program shall petition the Joint Apprenticeship Committee which will counsel with the apprentice. Upon approval of the Joint Apprenticeship Committee, the employee will be dropped from the apprenticeship program. For a period of sixty (60) days, efforts will be made to place the employee in a comparable classification. If these efforts are unsuccessful, the employee will be returned to his/her prior classification or a comparable one at the appropriate rate of pay.

ARTICLE 36

Safety and Health

The Division shall make all appropriate provisions for the protection of the health and safety of its employees. The Union and the Division shall support all efforts to protect the employees from injury or damage to health while on the job.

As determined by Safety and Technical Training, suitable protective devices, equipment, and flame retardant clothing shall be provided to minimize and eliminate whenever practical the hazards inherent in utility work.

There shall be a Safety Committee upon which the Union and Management are equally represented. This Committee shall have the power to make recommendations to the Supervisor of Safety and Technical Training regarding safety rules, practices and procedures related to the employees' health and safety.

There shall be appointed one (1) each from the Union by the Union and Management by the Management to represent the Electric, Gas and Water Areas and one (1) each from the other departments combined to be appointed by their respective parties.

A Chairperson for the first six (6) months shall be chosen by the Union members and by the Division for the second six (6) months and so forth, alternating each six (6) months. All meetings shall be held on twenty-four (24) hours notice on call by the Acting Chairperson or any two (2) members of the Committee.

The Departmental Safety Committees shall furnish a copy of their monthly reports and minutes to the Joint Union-Management Safety Committee. Upon request of the Joint Union-Management Safety Committee to the Supervisor of Safety and Technical Training, the Committee shall be furnished with the circumstances of fatal or near-fatal accidents. Reports on the above accidents will be sent to the Union Business Manager.

Action on the recommendations of the Joint Union-Management Safety Committee, including recommendations that an Investigating Committee including one (1) Union and one (1) Management member of the Joint Union-Management Safety Committee among its members be formed to investigate a fatal or near-fatal accident, shall not be unreasonably withheld. Arbitrary disregard of recommendations of the Joint Union-Management Committee shall be subject to the Grievance and Arbitration Procedure of the Memorandum of Understanding.

Notices shall be posted on all bulletin boards informing employees of the members of the Joint Union-Management Safety Committee and the purpose of the Committee.

Prior to the issuance of any new safety policy or changes in existing policy, the Joint Union-Management Safety Committee will be informed of the new policy or change in this existing policy.

mas Day, and employee's birthday. giving Day, Day after Thanksgiving Day, Christmas Eve, Christ Friday, Memorial Day, Independence Day, Labor Day, Thanks Division are: New Year's Day, Martin Luther King Day, Good The designated paid holidays of the Light, Gas and Wate

established vacation scheduling guidelines within each departdate. The birthday holiday will be scheduled in accordance with ment. The holiday will be taken in eight hour increments. his/her birthday and will be taken within twelve months of that The employee's birthday holiday is accrued each year on

accordance with the overtime provisions in this Agreement. If work is performed on a holiday, it shall be paid for in

worked shall be in accordance with the following: With the exception of birthday holidays, pay for holidays

- If a holiday set forth above falls on Saturday, those ees on a Monday through Friday shift shall be granted shall be granted the preceding Friday as the holiday. If employees scheduled on a Monday through Friday shift not on a Monday through Friday schedule, the calendar holiday shall be observed. the following Monday as the holiday. For all employees the holiday should fall on Sunday, then those employ-
- Ņ If an employee's regular off-day occurs on a holiday for the holiday. employee is entitled to double-time pay for his/her and the employee is not given an additional day off, the first regular work day, in addition to his/her regular pay
- ယ Employees will be paid at straight-time rate of pay for of illness or accident, but such day will not be charged against sick leave. holidays not worked during a period of absence because
- No employee shall be paid overtime for a holiday that should be taken at the beginning or end of the employee's additional day of vacation in lieu of the holiday. This day regular vacation. occurs during his/her vacation, but shall be entitled to an



A paid vacation allowance will be given employees based or

- For less than 12 months service or less than 12 months below. time on the payroll during the preceding year, see chart
- Ņ One (1) but less than six (6) years of service time during
- ယ during preceding years—two (2) weeks and one (1) day.
- 4. Seven (7) but less eight (8) years of service time during preceding years—two (2) weeks and two (2) days.
- preceding years—two (2) weeks and three (3) days.
- <u></u> Nine (9) but less than ten (10) years of service time during preceding years—two (2) weeks and four (4) days.
- 7. Ten (10) but less than fifteen (15) years of service time during preceding years—three (3) weeks
- Fifteen (15) but less than twenty (20) years of service time during preceding years—four (4) weeks
- Twenty (20) or more years of service time during

in the preceding year in which the employee worked or received will be determined on January 1 of each year and be based on payroll during the preceding year. The amount of vacation time service time since last date of employment and actual time on the 100 percent pay for eleven (11) or more days. the number of years of service time and the number of months

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	acations will be allowed on the following basis:
	-:

- preceding years—two (2) weeks.
 Six (6) but less than seven (7) years of service time
- 5. Eight (8) but less than nine (9) years of service time during

- preceding years—five (5) weeks

NUMBER OF WORKDAYS OF VACATION ACCRUED

Service as of January 1	-	N	မ	•	25	9 5	78	Billion	20	10g	100	72
0.00-5.99	_	N	မ	4	5	5	6	7	8	9	5	5
6.00-6.99	_	N	ယ	4	Ċ	5.5	7	œ	ဖ	5	=	=
7.00-7.99	_	2	4	S		6	7	œ	5	=	2	2
8.00-8.99	_	ယ	4	IJ	6.5	6.5		9	5	7	<u></u>	ಪ
9.00-9.99		ယ	4	Ŋ		7	8	5	75	<u>ಪ</u>	<u>=</u>	-
10.00-14.99	<u>.5</u>	ယ	<u>4</u> 5	တ	7.5	7.5		5	22	<u> </u>	5	5
15.00-19.99	N	4	6	æ		10	2	=	5	8	8	22
20 or more	2.5	5	7.5	5	12.5	12.5 15	15	17.5	20	22.5	.5 25	25

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December 31 of each year and vacations will be granted, so lar as possible, at the time most desired by the employees. The "Vacation Season" shall be from January 1 through

after vacations have been selected in that new group will not be are assigned. An employee moving into a new vacation group order of their Division seniority within the department where they vacation period. permitted to displace employees who have already selected a Employees shall be given the choice of vacation periods in

operation of the department. at any one time in order not to interrupt the orderly and efficient how many employees of each classification may be on vacation The Department Head of each department shall determine

she has been employed for more than one (1) year; and the beginning of his/her latest year of continuous employment if he/ second six (6) months, but less than one (1) year, or from the pay on a prorata monthly basis from the beginning of his/her employee shall be paid, in addition to sums otherwise due him/ for any reason shall be considered as having accrued vacation be counted as full months. vacation time hereunder, periods of eleven (11) days or less shall by him/her, during this period of accrual. In calculating accrued be disregarded and periods in excess of eleven (11) days shal her, for such accrued vacation, less any vacation already taken Any permanent employee whose employment is terminated

employee has no vacation time remaining, he/she may use employee's absence from work is required, and when the death of a member of the employee's family in which the vacation time already accrued for the following year, up to a limit of five (5) days per year. In case of an emergency involving sickness, accident, or

tionary period with the Division before being eligible to receive All new permanent employees will serve the required proba-

> (11) or more workdays in a calendar month. month in which an employee receives 100 percent pay for eleven begins on date of employment and days are accrued for any the amount an employee can accumulate is unlimited. Accrua Sick leave is accrued at the rate of one (1) day per month and

Time that will not count toward sick leave accrual includes

- time not worked while on military leave
- O D B time while on the insured benefit of Salary Continuation
- time while on authorized leave of absence
- employment time worked during any prior (not current) term of

employee is paid due to illness or accident, except absences due to occupational disabilities. Accrued sick leave is reduced by the number of workdays an

employee's own illness or accident. Sick leave is to be used exclusively for absences due to the

of absence and each twentieth day thereafter. physician's statement verifying his/her disability on the fifth day requirement. In addition, every employee must provide a leave during any occurrence as long as he/she is under this exists. Whenever an employee is required to bring proof of liness, the employee shall not be paid for the first day of sick Proof of illness shall be required when evidence of abuse

absence because of a qualified disability. pay benefits earlier than the twenty-second calendar day of an dar days) of accrued sick leave since the insured program will not used by the employee, except in cases where an employee has less than fifteen (15) workdays (same as twenty-one (21) calenbeginning with the first day after all accrued sick leave has been The Salary Continuation Insurance Program will pay benefits

salary would be reduced to the 60% disability payment. 60% disability payment; example, during the waiting period when the employee would receive no compensation or only the vacation time after his/her sick leave is depleted to avoid a period before insured benefits begin or a period when the employee's An employee may at his/her option elect to take any unused

Program and qualifies under the rules of the Program. ation Program only if the employee elected to participate in the salary under the insured portion of the Division's Salary Continu-A disabled employee will be placed on 60 percent of base

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employee must meet under Tennessee Worker's Compensation post official notices in all work centers listing the requirements an Compensation. In an effort to assist employees, the Division will The Division will comply with Tennessee law on Worker's

Insurance payroll will be sent to the Union office A monthly list of all Bargaining Unit employees who are on the

Bonus Days

earn up to four (4) bonus days a year. subsequent three (3) month periods so that an employee may with pay, to be granted within twelve (12) months from the day it choose either one (1) day's bonus pay or one (1) bonus day leave than six (6) hours sick leave, or any unauthorized absence, may who works three (3) consecutive months without using more is earned. Bonus days will be earned in a like manner for After completion of three (3) months of service, an employee

purposes nor will pension contributions be deducted from it. Bonus pay will not be considered compensation for pension

Sick Leave Pay at Retirement

sick leave at retirement and may select either of the following Employees shall be compensated for accumulated, unused

(A) 42% of total sick leave or (B) 100% of the first 65 days

to Option A. Employees hired on or after January 1, 1998 shall be limited

puting pension benefits. shall not be counted as compensation for the purpose of com mediately preceding the employee's retirement. Such payment lated at the employee's rate of pay in effect on the payday im-The amount of payment for unused sick leave is to be calcu

Option A. ployee who sells sick leave prior to retirement shall be limited to payday immediately preceding such sale. However, any emdays at any time for 42% of the employee's rate of pay on the An employee may sell accrued sick leave in excess of 100

ARTICLE 40

Meals

ees who have reasonable notification of overtime. at the Division's expense, and is not entitled to any additional straight through a regular mealtime and is not allowed time to reimbursement for a meal. This does not apply to shift employleave the job to eat, the employee will be provided with a meal When any employee is required by his/her Supervisor to work

purpose of this paragraph. call during meal periods shall not be considered released for the are required to report their location and are routinely subject to overtime and are required to eat their meals on the job site or who is not paid for time off the job to eat. Employees who are on long enough to eat is required to provide his/her own meal and An employee who is on overtime and is released from the job

Employees on overtime will normally be allowed to eat at

ARTICLE 41

Shift Differential Pay

shift differential pay as follows: to 6:00 a.m. or which extends beyond 6:00 p.m. will receive An employee who works a straight time shift which starts prior

Any hours worked between the hours of 3:00 p.m. and 7:00 a.m.-

\$.55 per hour (1998)

\$.60 per hour (1999) \$.65 per hour (2000)

Overtime will be calculated on the straight time rate propriate premium rate shall be applied to overtime worked when ing the straight time shift on which shift differential is applied the overtime is immediately prior to and/or immediately follow-For employees who are eligible for shift differential, the ap-



Salary Schedule

ARTICLE 42

BARGAINING UNIT SALARY SCHEDULE

×	ΧIV	Ě	≅	≚	×	≍	≦	≦	≦	: <	: ≥	=	=	: -	
17.74	17.09	16.44	15.85	15.09	14.34	14.18	12.58	11.69	10.86	10.07	9.34	8.89	8.55	\$ 8.04	
19.54	18.83	17.92	17.27	16.45	15.51	14.94	13.93	12.99	11.92	11.10	10.19	9.70	9.32	\$ 8.76	
20.94	20.07	19.25	18.47	17.58	16.83	15.71	14.63	13.74	12.74	11.72	10.91	10.33	9.81	\$ 9.18	
23.26	22.30	21.32	20.07	18.90	17.75	16.63	15.52	14.42	13.54	12.54	12.02	11.28	10.60	\$ 9.63	
24.05	22.96	21.95	20.92	19.82	18.64	17.50	16.45	15.35	14.18	13.32	12.29	11.72	11.08	\$10.28	

Effective January 1, 1999

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18.62	17.94	17.27	16.65	15.79	15.01	14.85	13.08	12.16	11.29	10.47	9.71	9.25	8.89	\$ 8.36	Step 1
20.49	19.75	18.81	18.13	17.21	16.23	15.64	14.49	13.51	12.40	11.54	10.60	10.09	9.69	\$ 9.11	Step 2
21.95	21.04	20.19	19.38	18.38	17.60	16.44	15.22	14.29	13.25	12.19	11.35	10.74	10.20	\$ 9.55	Step 3
24.36	23.36	22.34	21.04	19.76	18.56	17.40	16.14	15.00	14.08	13.04	12.50	11.73	11.02	\$10.02	Step 4
25.18	24.05	23.00	21.93	20.71	19.49	18.30	17.11	15.96	14.75	13.85	12.78	12.19	11.52	\$10.69	Step 5



Grade

Step 1

Step 2

Step 3

Step 4

Step 5

\$11.12 11.98

\$ 9.47

10.08

11.17 10.61

11.46 12.20

Effective January 1, 2000





10.49 11.02 12.00 12.90

Grade

Step 1

Step 2

Step 3

Step 4

Step 5

Effective January 1, 1998

(HOURLY)



































\$ 8.69 9.25 9.62 10.10 10.89 11.74 12.65 13.60 15.44 15.61 16.42 17.32 17.36 19.36

























































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14.05 15.07 16.27 16.88 17.90 18.86 19.56 20.54 21.31

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14.40 15.34 16.60 17.79 19.03 20.27 21.54 22.81 22.92 25.01 26.19

13.00 13.56 14.64 15.60 16.79 18.10























































Grade

Step 1

Step 2

Step 3

Step 4

Step 5

Effective January 1, 2001





\$ 9.08 9.67 10.05 10.55

\$ 9.90 10.53 10.96 11.52 12.54

\$10.38

\$10.89

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15.53 14.40 12.33 13.25 11.67 11.09

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\$11.62 12.52 13.25 13.25 13.89 15.05 16.03 17.35 18.59 19.89 21.18 22.51 23.84 25.00 26.14

15.30 16.30 17.55 18.91 20.17 21.47 22.86 24.28 25.38 26.47











20.44 21.46 22.27

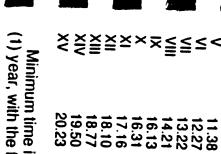
19.98 21.07 21.95 22.86 23.86

19.71 18.71













A. In Grades 1 and 2 the minimum time interval between all Steps is six (6) months.
B. The minimum time interval between Steps 1 and 2 of

all Grades is six (6) months.

ARTICLE 43

Re-Opener

Both parties agree that if by August 15, during the life of this Memorandum, either party requests in writing, negotiations on Article 21 - Insurance, the party requesting a change will state the specific nature of the change. The parties will negotiate insurance matters beginning on September 1st of that year, to be effective January I of the next year.



Term of Agreement

This Memorandum of Understanding shall take effect January 1, 1998, and shall remain in full force and effect until January 1, 2002, and shall be automatically renewed for yearly periods thereafter unless either party notifies the other in writing at least six (6) months prior to the expiration date of a desire to change or terminate this Memorandum of Understanding.

When notice for change is given, the nature of the change desired must be specified in writing and until the parties have agreed upon such change the provisions of this Memorandum of Understanding shall remain in full force and effect. Other changes or necessary amendments so agreed upon shall supersede the affected portions of this Memorandum of Understanding in a manner and at a time agreeable to both parties. All changes must be in writing and signed by authorized representatives of the Division and the Union, and approved by the International Office of the Union.

It is understood by both parties that by mutual consent this Memorandum of Understanding can be changed at any time, however, any changes agreed to shall be reduced to writing and signed by both parties and approved in the same manner as this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

From

January 1, 1998

0

January 1, 2002

The parties agree that the Memorandum of Understanding language effective January 1, 1998, to January 1, 2002, with the attached changes, constitute a new Memorandum of Understanding effective January 1, 1998, to January 1, 2002.

HERMAN MORRIS, JR

President

Memphis Light, Gas and Water Division

CURTIS DILLIHUNT

Vice President, Human Resources MLGW Negotiating Team

MIKE MAGNESS

Manager, Personnel Department MLGW Negotiating Team

LEONARD PHILLIPS

Manager, Gas Operations MLGW Negotiating Team

BYRON TATE

Manager, Distribution Support MLGW Negotiating Team

JEFF WEINTRAUB

Attorney
MLGW Negotiating Team

BARBARA RICHMAN

Manager, Labor Relations Department MLGW Negotiating Team

54

ROY HUDSON

Assistant Manager, Labor Relations Department MLGW Negotiating Team

CHARLES TEAMER

Business Manager I.B.E.W. Local Union 1288

BRENT HALL

President I.B.E.W. Local Union 1288

DEBORAH GODWIN

Attorney

I.B.E.W. Local Union 1288

FLORA BARNES

Contract Committee Member I.B.E.W. Local Union 1288

J. D. COX

Contract Committee Member I.B.E.W. Local Union 1288

RONNIE HAWLEY

Contract Committee Member I.B.E.W. Local Union 1288

RANDY TURNBULL

Contract Committee Member I.B.E.W. Local Union 1288























STATEMENTS OF INTENT

Letter of Intent (Article 27 - Hours and Overtime)

the work shall be called out in emergencies. Distribution areas those classifications necessary to perform Effective January 1, 1998, the parties agree that in the

This practice will be reviewed on an annual basis

revert back to the current area practice of call out. At any time, either party may end this Agreement and

II. Letter of Intent (Article 27 - Hours and Overtime)

is any overtime inequity within the classification caused continue through January 1, 2002. The aforementioned process will be evaluated annually to, determine if there Tuesday, Wednesday, Thursday and Friday. This will the call originates will be called after 1:30 a.m. on Monday by this process. Effective January 1, 1998, the low crew at the center where

old process of calling the low crew on the master overtime parties will take the necessary steps to correct the inequity list will be utilized, regardless of crew location. If no equitable solution can be agreed to by the parties, the If the procedure creates overtime inequity problems, the

AGREEMENTS

AGREEMENT

AGREEMENT

November 6, 1997

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cooperation, the Union and Management, acknowledging this need, agree to efficiency in order to survive in this new environment. Therefore, in the spirit of cess and retail wheeling, MLGW will, in an unprecedented manner, be forced to work together in identifying and addressing opportunities for improvement within seek ways in which to improve its delivery of service and its operating cost and the Division which will satisfy the stated goals of the company. With the deregulation of the Electric Industry and imminent threats of open ac-

Charles F. Teamer, Business Manager IBEW Local Union 1288

Barbara Richman, Manager Labor Relations Department

November 6, 1997

EFFECTIVE FOR THE TERM OF THE 1998 AGREEMENT FLAME RETARDANT CLOTHING AGREEMENT

employees whose potential exposure is infrequent. Employees will be respon Technical Training on case-by-case basis, jackets will be furnished to employees in such classifications. As determined by Safety and Technical Training on a sible for laundering their own flame retardant garments. case-by-case basis, flame retardant coveralls or flash jackets will be issued to short-sleeve flame retardant shirts will be issued per year to employees whose arcs do not wear clothing that could contribute to the seriousness of an injury sustained by the worker if he/she is exposed to such an electrical arc. The Divito perform work on or around energized high voltage equipment which could potentially expose them to high voltage arcs. Five long-sleeve and five potential exposure level is frequent or continuous. As determined by Safety and sion will provide flame retardant clothing for employees whose jobs require them OSHA safety regulations state that employers must ensure that workers whose jobs require them to be exposed or potentially exposed to high voltage electrical

Barbara Richman, Manager

Charles Teamer, Business Manager IBEW Local Union #1288

with employment procedures addressed as follows: Effective January 1,1998, the position of Helper Construction and Maintenance (EE780, WW780, GG780, TP780) will be retitled Utility Worker or Pipe Layer

and normally remain on that Grade for 2 1/2 years. Upon satisfactory completion of this 2 V2 year period, such employees will progress to the appropriate step on BUSS Grade VI. Employees entering the Utility Worker or Pipe Layer position will be required to obtain CDLs within a six - month period after entry

Employees hired after December 31, 1997, will enter BUSS Grade IV Step 1

into the position.

cember 31, 1997, will be resided to Utility Worker or Pipe Layer. Such employ-Effective January 1, 1998, employees who were hired into the position of Helper Construction and Maintenance (EE780, WW780, GG780, TP780) prior to De-

ees will normally progress to Grade VI eighteen months after entry into the posi-

Barbara Richman, Manager Labor Relations Department

Charles Tearner, Business Manager IBEW Local Union #1288

November 6, 1997

JOINT INSURANCE COMMITTEE AGREEMENT

ing a quality health program for employees. surance Committee will be to pursue cost containment measures while provid-The parties agree to form a joint Management-Union insurance committee to insurance education and communication processes. The focus of the Joint Inparticipate in the sharing of insurance information. The committee will review MLGW insurance programs in regard to trends in the industry, plan costs, and

The committee will be composed of eight (8) employees with four (4) appointed by the Union and four (4) appointed by the Division. The committee will meet on quarterly basis or more frequency by mutual consent

Labor Relations Department Barbara Richman, Manager

Charles Teamer, Business Manager IBEW Local Union #1288

November 6, 1997

JOINT MULTI-SKILL WORKFORCE COMMITTEE AGREEMENT

During the 1997 negotiations, the parties discussed the issues related to implementation of a Multi-Skill Workforce and agreed to the following:

That the definition of Multi-Skilled Workforce is, "A workforce with the training and flexibility to provide quality service in a competitive environment".

The Joint Committee(s), members selected by the Union and management, will continue to function in conjunction with the Multi-Skill Workforce Committee during the term of this memorandum to recommend a structural plan which will enable employees to acquire additional skills and flexibility to better serve customers of MLGW. Results of the plan will be shared with Union and Management.

Implementation of the Multi-Skill Workforce concept will occur within the provisions of the Memorandum. Exceptions to current Memorandum language may be made pursuant to provisions in Article 44 in the Memorandum. The Parties retain all rights set forth in the Memorandum of Understanding.

Barbara Richman, Manager Labor Relations Department

Charles Tearner, Business Manager IBEW Local Union #1288

AGREEMENT

November 6, 1997

Realizing the potential impact that sick leave has upon the productivity of the work force and the ability to maintain a competitive advantage, both the Union and Management agree to form a Joint Committee for the purpose of exploring various options which would insure that the original intent of the sick leave benefit is maintained and that any adverse effects are minimized. This committee will be charged with the responsibility of analyzing the program, recommending program design changes, and continuously monitoring the results to insure that the above-stated objective is achieved and maintained.

Charles F. Teamer, Business Manager IBEW Local Union 1288

Barbara Richman, Manager Labor Relations Department



JOB CODE

CLASSIFICATION TITLE

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COMMUNICATION PRODUCTION AND DISTRIBUTION AREA 010710

AA345 AA362 AA908 AA359 AA359	AA360 AA361
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LEGAL SERVICES AREA 050110 - CLAIMS

09 CLAIMS PROCESSOR

SS909 CLAIMS PROCESSOR B VI TRAINING AND DEVELOPMENT AREA 420210 · SAFETY AND TECHNICAL TRAINING

PP949 SAFETY EQUIPMENT TESTER B X GG941 MACHINE OPERATOR (GAS) LOP VIII PP948 TEST LAB TECHNICIAN B VII

FACILITIES MANAGEMENT - MGR.'S OFFICE AREA 420400

AREA 420425 - BUILDING CONSTRUCTION AND MAINTENANCE

009Q4

TYPIST - CLERK

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62	ACCT. INVESTIGATOR ACCT. INVESTIGATOR CLERK, LIFE SUPPORT COLLECTION CONTRL. CLERK DELING. ACCTS. PROC. CLERK ROUTING CLRK., CUST. ACCTS. TYPIST - CLERK	AREA 440230 - COLLECTIONS COMMERCIAL DEPOSITS CLRK. SOCIAL AGENCY CLERK	AREA 440210 - CREDIT CREDIT CLERK (CRED.& COLL.) CREDIT COUNSELOR TYPIST - CLERK RECEPTIONIST	AREA 440150 - METER READING - SSC METER READER	AREA 440140 - METER READING - HHSC METER READER	AREA 440130 - METER READING - NSC METER READER	CUSTOMER ACCTS. PROCESSOR ROUTING CLRK., CUST. ACCTS. TYPIST - CLERK	CUSTOMER ACCOUNTING AREA 440120 - CUSTOMER ACCOUNTS AND RECORDS CUSTOMER ACCTS, REP. LOP POWER LEDGER REP. LOP	AREA 420600 - LABOR RELATIONS - MGR.'S OFFICE IBEW BUSINESS MANAGER BIBEW ASST. BUSINESS MGR. B	AREA 420520 - PENSION ACCOUNTING CLERK, PENSION PENSION CLERK	RISK MANAGEMENT AREA 420510 - INSURANCE INSURANCE CTRL. CLERK INSURANCE CLERK TYPIST - CLERK	TYPIST - CLERK HOUSEKEEPING ATTENDANT	AREA 420430 - BUILDING SERVICES MOBILE SWEEPER OPERATOR HOUSEKEEPING INSPECTOR HOUSEKEEPING CREW I EARLED
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63	AREA 440370 - INFORMATION CENTER ACCT. RESEARCH ANALYST SERVICE ADVISOR RECORD CONTROL CLERK GENERAL OFFICE CLERK B-ELOP B-ELOP	AREA 440360 - CUSTOMER SERVICE - BRUNSWICK SERVICE C CUSTOMER SERVICE REP. B ACCOUNT INVESTIGATOR	AREA 440350 - CUSTOMER SERVICE - MILLINGTON OFFICE RUHAL SERVICE REP. B. CUSTOMER SERVICE REP. B. CREDIT CLERK (CUST. SERV.) B. ACCOUNT INVESTIGATOR B.	CUSTOMER SERVICE REP. ACCOUNT INVESTIGATOR B	AREA 440340 - CUSTOMER SERVICE - HICKORY HII I	AREA 440330 - CUSTOMER SERVICE - SOUTH SERVICE O	AREA 440320 · CUST. SERVICE · NORTH SERVICE CTR. CUSTOMER SERVICE REP. B ACCOUNT INVESTIGATOR B	AREA 440310 - SERVICE DISPATCHING SERVICE DISPATCHER BOUTE CONTROL CLERK BOUTING CLRK, CUST. ACCTS. LOP	AREA 440301 - CUSTOMER SERVICE - TRAINING CUSTOMER SERVICE REP.	CUSTOMER SERVICE AREA 440300 - CUSTOMER SERVICE - MGR.'S OFFICE ACCOUNT RESEARCH ANALYST GENERAL OFFICE CLERK B	UNITY OFFIC	AREA 440250 - LAMAR COMMUNITY OFFICE CREDIT CLERK (CRED.& COLL.) RECEPTIONIST B-EL	AREA 440240 - NORTH COMMUNITY OFFICE CREDIT CLERK (CRED. & COLL.) RECEPTIONIST B-EL
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GAS OPERATIONS
AREA 520210 - GAS MEASUREMENT

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AREA 520150 - COMPUTERS AND CONTROL SYSTEMS



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68	OPERATOR, WELL RIG AREA 520340 - WELL PUMP MAINTENANCE C/L, PUMPS PUMP REPAIRER	AREA 520330 - WATER TREATMENT WATER TREATMENT OPERATOR AREA 520340 - WELL CONSTRUCTION C/L, WELL DRILLING	AREA 520330 - ELECTRIC AND INSTRUMENT MAINTENANCE C/L, WATER INSTRUMENTATION INSTRUMENT REPAIRER C/L, ELECTRICAL MAINT. MAINTENANCE ELECTRICIAN B-ELOP B-ELOP	AREA 520330 - MECHANICAL MAINTENANCE CREW LEADER, MECH. MAINT MAINTENANCE MECHANIC	WATER OPERATIONS-MGR'S. OFFICE AREA 520300 CLERK, WATER OPERATIONS	AREA 520270 - CORROSION CONTROL CORROSION CTRL TECH. CORR. CONTROL SURVEYOR	AREA 520260 - GAS SERV-COMM/INDUST. SECTION IND. GAS SERVICE REP. LO GAS WELDER-INSTALLER MET. LO	AREA 520250 - LNG PLANT - ARLINGTON C/L, LNG MAINTENANCE INSTRUMENT TECH. OPERATOR, LNG PLANT MAINT. MECH. LNG PLANT	GAS FITTER GAS FITTER APPR. GLERK, ROUTES AND FILES HELPER (GAS OPERATIONS)	CA, PRESSURE REGULATION GAS REGULATOR REPAIRER MAINT. PAINTER HELPER, GAS (OPERATIONS) AREA 520230 - GAS FITTERS	DE CLASSIFICATON TITLE (AREA 520220 - PRESSURE REGULATION
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69	PROPERTY ACCOUNTING PROPERTY ACCOUNTING BECONSTRUCTION/COST CLERK PROPERTY RECORDS CLERK B		UNTS PAYABLE	SEMENT ACCOUTING	AREA 520610 - SYSTEMS CONTROL - ELECTRIC DRAFTER II INSPECTOR-OPERATOR B DRAFTER I B	AREA 520500 - WATER QUALITY ASSURANCE LAB LABORATORY TESTER B TYPIST CLERK	AREA 520350 - WATER METER SERVICES FIELD REPAIR., WATER METERS CLERK, ROUTES AND FILES		AREA 520350 - WATER METER FIELD TEST AND REPAIRER HELPER. WATER SERVICE	AREA 520340 - WELL SERVICE AND MAINTENANCE WELL TENDER LO WELL TESTER LO LD.UTL.WKR., WATER TREAT. PUMP REPAIRER B-E UTL.WKR., WATER TREAT. B-E	CLASSIFICATON TITLE
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AREA 550205 - RECYCLING CA., R-O-W/GROUNDS MAINT TRACTOR DRIVER U/W, R-O-W/GROUNDS MAINT	AREA 550200 CONSTRUCTION COORDINATOR JOB COORDINATOR LIGHTING CLERK CLERK, GOVERNMENT RECORDS CONTRACT CLERK CLERK, SERVICE CENTER RECORD CLERK CLERK, SERVICE SUPPORT TYPIST - CLERK	AREA 530443 - INVESTMENT RECOVERY - RECYCLING MATERIAL HANDLER TEST AND REPAIRER, SALVAGE UTILITY WORKER, STORES DISTRIBUTION SUPPORT - N SVC - MCB'S OFFICE	AREA 530442 - INVESTMENT RECOVERY - SALVAGE MATERIAL HANDLER LOI	AREA 530441 - S/R 85 - PRIMARY STORES C/L, STORES MATERIAL HANDLER C/L SALVAGE STOCK-RECEIVING CLERK DATA INVENTORY CONTROL CLERK TRACTOR-TRAILOR DRIVER	AREA 530430 - MATERIAL CONTROL B AREA 530440 - STOREROOM-SUPERVISOR'S OFFICE CLERK, STORES	AREA 530420 - PURCHASING AND CONTRACTS INVOICE CLERK ORDER CLERK L RECEPTIONIST - CLERK E	AREA 530250 - CASHIERS MINI COMPUTER OPERATOR ADJUSTMENTS TELLER TELLER RETURNED CHECKS PROC. TOTAL REMIT. PROC. OPERATOR	Ç
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	DS941 TU941 TV941 WW941 WW827 DS778 TR736 WW736 WW736 WW736 WW787	GG780 WW937 WW129 GG771 WW741	EE706 EE707	GG266 GG265 GG558 GG557 GG780	EE592 EE592 EE593 EB547 EE780	EE589 EE591	EE436 EE576 EE577 EA547 GG780	JOB CODE
OHEN T WORKER I	DIST. SUPP.) WATER) DIST. SUPP.) WATER) WA AINT. I I I I I I I I I I I I I I I I I I I	AREA 550255 - CONST. MAINT.) AREA 550255 - CONST. AND MAINT. SUPP WATER CAL, UTILLITY SRVICE (WATER AND GAS) CAL, PURIF. AND HYDR. MAINT. CAL, VALVE MAINT. LO LEAD PIPELAYER	TRUCTDION	ENERAL CONST. AND STREET RE P DRIVER TREET REPAIR REET REPAIR	APPRENTICE CABLE SPLICER APPRENTICE CABLE SPLICER MACHINE OPERATOR (ELECT.) CAB. SPL.HLP. (PRE-APPR.) UTILITY WORKER II UTILITY WORKER I	ELECT. DISTRIB. • DISTRIB. SUPPO VG	AREA 550220 - DISTRIBUTION SUPPORT - LINE CLEARANCE JOB COORDINATOR C.L., R-O-W GROUNDS MAINT. LOP TRACTOR DRIVER U/W, ROW/GROUNDS MAINT. B-ELOF U/W, ROW/GROUNDS MAINT. R-FI OF	CLASSIFICATION TITLE
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72	AREA 550298 - FACILITIES LOCATION EE551 CA, LINE INSPECTION GG710 FACILITIES LOCATOR EE561 LINE INSPECTOR GG711 CLERK, FACILITIES LOC. GA906 CLERK, SERVICE CENTER EE018 CLERK, DIST. SUPPORT	AREA 550291 - CONST. MAINT. SUPPORT- GG772 CA., SERV. CONST. AND MAINT. EE615 CA., FABRIC. WELDING GG765 COMBINATION WELDER GG7784 CA., GAS/ELECT. SERV. SSC GG771 CA., VALVE MAINT. GG768 COMB. WELDER (RESTRICTED) GG776 COMB. WELDER (RESTRICTED) GG776 UTIL. WORKER, II DS778 HELPER, VALVE MAINT. GG780 UTILITY WORKER I	AREA 550270 - TROUBLESHOOTING AND SYST. MAINT EE571 CAL, LINEMAN LOP EE574 TROUBLESHOOTER LOP EE574 TROUBLESHOOTER/CSR LOP EE540 LINEMAN LOP EE585 URD ELECTRICIAN GA905 CONST. COORDINATOR EE941 MACHINE OPERATOR (ELECT.) STREET LIGHT PATROLLER LOP EE584 HLPR., ELECT. DIST. (PRE-APPR.) B-EL EE780 UTILITY WORKER I B-EL	AREA 550256 - CONST. AND MAINT SUPP TOOL ROOM EE447 LEAD MECH., TOOLS/SMALL ENG. LOP EE446 MECH., TOOLS AND SMALL ENG. B TOOL ISSUE AND REPAIRER LOP TYPIST - CLERK AREA 550269 - ELECT. DIST TROUBLESHOOT. AND CUST. SERV EE574 TROUBLESHOOTER/CSR LOP EE780 UTILITY WORKER I B-ELOP	JOB CODE CLASSIFICATON TITLE
	LOP B-ELOP LOP B-ELOP	GAS LOP LOP LOP LOP LOP B-ELOP	R. MAINT.	OL ROOM LOP B LOP B CUST. SER LOP LOP LOP B-ELOP	OCC. LOP
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AA447 AA444 AA443 AA950 AE908 AA979	AA447 AA444 TR443 AA950	EE619 EE431 EE609 EE547 EA908	EE617 EE628 EE621 EE621	EE603 EE604 EE604 EE607 EE608 EE608	AA444 AA443 AA331 AA950 EE432	AA464
AREA 550630 - GARAGE- NORTH SERV. CTR. CA., MECHANIC MECHANIC APPR. MECHANIC APPR. MECHANIC MECHANIC HELPER TRANS. CLERK HELPER, TRANS. MAINT.	AREA 550620 - OPERATIONS FACILITY GARAGE C/L, MECHANIC L MECHANIC L APPR. MECHANIC B MECHANIC HELPER	SHEET METAL WORKER APPR STOCKKEEPER (TRANS.) BLACKSMITH HELPER UTIL WKR., MACH AND METAL SHOP CLERK, CENTRAL SHOPS	CANVAS WORKER MOBILE EQUIP. OPERATOR STEEL ERECTOR MOVER MAINT. MACHINIST APPR	AREA 550615 - MACHINE-WELDING/BLKSMITH SHOP LEAD MAINT. MACHINIST C/L, FABRIC. WELDING MAINT. MACHINIST FABRICATOR WELDER C/L, STEEL ERECTOR MOVER BLACKSMITH LOI LEAD SHEET METAL WORKER LOI SHEET METAL WORKER	AREA 550610 - TRANS. PARTS AREA MECHANIC APPR. MECHANIC COUNTER-INVENTORY CLERK MECHANIC HELPER LEAD STOCKKEEPER (TRANS.)	TRANSPORTATION AREA 550600 - TRANSPORTATION- MGR.'S OFFICE TRANSP CONTROL CLERK LO
B-ELOP B-ELOP B-ELOP	B-ELOP LOP LOP	B-ELOP B-ELOP LOP	\$ 6 66	\$\$\$\$\$\$\$\$\$\$	LOP B-ELOP LOP LOP	LOP ECE
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HELPER, TRANS. MAINT.	PARTS-ORDER CLERK TIRE REPAIRER	APPR. MECHANIC MECHANIC HELPER	C/L, MECHANIC MECHANIC	AREA 550670 - GARAGE- HICKORY HILL SVC. CTR.	HELPER, TRANS. MAINT.	MECHANIC MECHANIC HELPER TIDE BEDAIDED	C/L, MECHANIC MECHANIC	AREA 550660 - GARAGE - SOUTH SERVICE CENTER	APPR. MECHANIC MECHANIC HELPER	C/L, MECHANIC MECHANIC	AREA 550655 - GARAGE- SHEAHAN STATION	TRANSPORTATION CLERK	PARTS-ORDER CLERK	APPR. MECHANIC	AREA 550650 - HEAVY EQUIPMENT SHOP C/L, MECHANIC MECHANIC	TRANS. CLERK	MECHANIC MECHANIC HELPER	C/L, MECHANIC	TRANS. CLERK	UTIL. WORKER (TRANS.)	AREA 550640 - PAINT AND BODY SHOP CAL, PAINT AND BODY SHOP VEHICLE BODY STOATER	DE CLASSIFICATON TITLE
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	GG//6 GG/80	GG941	GG772		EE544 EE780	EE573	EE541		EE941 EB547	n EE C	TI 520		GC908 NA907	GA905		AA950 AA256	AA955 AA376		AA950 AA979	AA44 A443	AA447	JOB CODE
	UTILITY WORKER!	MACHINE OPER (GAS)	CA. CONST. AND MAINT.	AREA 550820 - GAS DISTRIBUTION	HLPR., ELECT. DIST. (PRE-APPR.) UTILITY WORKER I	CRANE OERATOR - DRIVER CLERK APPR. LINEMAN	CAL LINEMAN	AREA 550810 - CONSTRUCTION AND MAINTENANCE	MACHINE OPERATOR (ELECT.) UTILITY WORKER II	C/L, OPERATOR	AREA 550810 - UNDERGROUND CA URD ELECTRICIAN	ELECTRIC DISTRIBUTION - HICKORY HILL	GEN. OFFICE CLERK	CLERK, SERVICE CTR.	HICKORY HILL SERVICE CENTER AREA 550800 - MANAGER'S OFFICE	SCHEDULE CLERK	HEAVY EQUIP. OPERATOR APPR. HVY. EQUIP. OPER.	AREA 550690 - HEAVY EQUIPMENT OPERATIONS	MECHANIC HELPER HELPER, TRANS. MAINT.	APPR. MECHANIC	AREA 550680- GARAGE- BRUNSWICK SVC. CTR. CA. MECHANIC	CLASSIFICATON TITLE
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WW736

UTILITY WORKER I UTILITY WORKER II MACHINE OPER. (WATER)

WW937 WW941 WW780

LEAD PIPELAYER

CLASSIFICATION TITL

AREA 550830 - WATER DISTRIBUTION
CA, UTIL SERVICE (WATER AND GAS)

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GG776

UTILITY WORKER! MACHINE OPER. (GAS) UTIL. WORKER, II

GG941

























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AREA 550920 - GAS DISTRIBUTION
C/L, SERVICE CONST. AND MAINT
C/L, UTIL. SERVICE (WATER AND GAS)
C/L, GAS/ELECT. SERVICES

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JOB CODE

GG772 WW937 GG784







AREA 550940 - CUSTOMER ENGINEERING
SERVICE REPRESENTATIVE
DRAFTER II, CUSTOMER ENG.

SERVICE EXPEDITER

DRAFTER I, CUSTOMER ENG CLERK, SERVICE CENTER

AREA 550950 - STOREROOM 55

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GG772 WW937 WW741

AREA 550930 - WATER DISTRIBUTION
C/L, SERVICE CONST. AND MAINT.
C/L, UTIL. SERV. (WATER AND GAS)
LEAD PIPELAYER

WW94

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WW736

UTILITY WORKER! MACHINE OPERATOR (WATER)
UTILITY WORKER II

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AA344 GG780

UTILITY WORKER UTIL. WORKER, STORES DATA INVENTORY CONT. CLRK

AA300 AA343 AA257

MATERIAL HANDLER

STORES

AREA 550860 - STOREROOM 87

NN889 EE407 NN294 EE408

GA906

DRAFTER I, CUST. ENGINEERING CLERK, SERVICE CTR.

SERVICE EXPEDITER

SERVICE REPRESENTATIVE DRAFTER II, CUST. ENGINEERING

AREA 550840 - CUSTOMER ENGINEERING

EE407

CA. STORES
MATERIAL HANDLER
DATA INVENTORY CONTROL CLK.
UTILITY WORKER, STORES

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AA257 AA344 AA300 AA343

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AA905 GA906 GC908

RECORD CLERK

AREA 551000 - MANAGER'S OFFICE CONST. COORDINATOR CLERK, SERVICE CENTER

BRUNSWICK SERVICE CENTER

AREA 551010 - ELECT. DISTRIBUTION

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EE586 EE555

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LINEMAN APPR. LINEMAN



UTILITY WORKER I

AREA 550910 - CONST. AND MAINTENANCE CAL, LINEMAN

CRANE OPER. - DRIVER CLERK

HELPER, ELECT. DIST. (PRE-APPR.)

B-ELOP B-ELOP

EE541 EE550 EE555 EE585 EE573 EE542 EE941 EE941

URD ELECTRICIAN
CRANE OPER. DRIVER CLERK

C/L, OPERATOR C/L, LINEMAN

LINEMAN

APPR. LINEMAN

MACHINE OPERATOR (ELECT.)
HELPER, ELECT. DIST. (PRE-APPR.)

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UTILITY WORKER II

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UTILITY WORKER II

MACHINE OPER. (ELECT.)

GENERAL OFFICE CLERK

AREA 550910 - UNDERGROUND CAL, URD ELECTRICIAN CAL, OPERATOR URD ELECTRICIAN MACHINE COST

GA905 GA906 GC908 NA907

CONST. COORDINATOR CLERK, SERVICE CTR. RECORD CLERK

AREA 550900 - MANAGER'S OFFICE

NORTH SERVICE CENTER

#5 8	AREA 551240 - CUSTOMER ENGINEERING SERVICE REPRESENTATIVE DRAFTER II, CUSTOMER ENG. DRAFTER I, CUSTOMER ENG.	NN294 EE408 EE407	The second	₹	B-ELOP I	SERVICE EXPEDITER CLERK, SERVICE CENTER RECORD CLERK GENERAL OFFICE CLRK.	NN889 GA906 GC908 NA907
258	UTILITY WORKER II	WW736				SOUTH SERVICE CENTER AREA 551200 - MANAGER'S OFFICE	GA905
5555	MACHINE OPER. (ELECT.) MACHINE OPER. (WATER)	WW741 EE941 WW941	and the second	< ≤ ≦ [×]	B-ELOP B-ELOP	MATRIAL HANDLER DATA INVENTORY CTRL. CLERK UTIL. WORKER, STORES	AA257 AA344
5	AREA 551230 - WATER DISTRIBUTION C.A., SERVICE CONST. AND MAINT. C.A. 11TH SERV. WATER DISTRIBUTION	GG772 WW937		<	<u> </u>	AREA 551050 - STOREROOM 89	AA300
<u> </u>	UTILITY WORKER I	GG780		< <u>≦</u> ×	E-ELOP	DRAFTER I, CUSTOMER ENG. CLERK, SERVICE CENTER	EE407 GA906
222	C/L, GAS/ELECT. SERVICES MACHINE OPER. (ELECT.) MACHINE OPER. (GAS)	GG/84 GG941		×≚	SWICK SC B LOP	SERVICE EVECTOMER ENGINEERING-BRUNSWICK SC SERVICE REPRESENTATIVE B DRAFTER II, CUSTOMER ENG. SERVICE EVECTORE	NN294 EE408 NN889
55	AREA 551220 - GAS DISTRIBUTION CA., SERV. CONST. AND MAINT. CA., UTIL. SERVICES (WATER AND GAS)	GG772 WW937		₹5	B-ELOP		08/WW
<u>_</u> =	HELPER, SERVICE AND MAINT.	EE971		≦≦≅	3 66	-	WW941
	APPR. LINEMAN HELPER, ELECT. DIST. (Pro-APPR.) UTILITY WORKER I	EE542 EE544		¥	LOP	AREA 551030 - WATER DISTRIBUTION CAL, UTIL. SERVICES (WATER AND GAS) LEAD PIPELAYER	WW937
: -	AREA 551210 - CONST. AND MAINT. C/L, LINEMAN LINEMAN	EE541		×<:	B-ELOP	OXYACETYLENE WELDER	GG770
_		!		≦ <u>≦</u> 3	3 6		GG776
_ m _	URD ELECTRICIAN MACHINE OPERATOR (ELECT.) UTILITY WORKER II	EE585 EE941 EB547		×≚	66	CAL, SERVICE CO.	GG772 GG784
	AREA 551210 - ELECT. DISTRIBUTION-URD CA., URD ELECTRICIAN CA., OPERATOR	EE586 EE555		₹	B-ELOP	טדונודץ WO	EE780
8	CLASSIFICATON TITLE	JOB CODE	-			AREA 551010 - UNDERGROUND	FF586
				GRADE	OCC. LOP	ODE CLASSIFICATON TITLE	JOB CODE

OCC. LOP GRADE

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AA300 AA343 AA257 AA344

CA, STORES
MATERIAL HANDLER
DATA INVENTORY CTRL. CLERK
UTIL. WORKER, STORES

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AREA 551250 - STOREROOM 88

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